

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**
Miami Division

Case No.: 11-22395-CIV-MORENO

MICHELLE FENDEL,

Plaintiff,

vs.

INMARSAT, PLC, INMARSAT, INC.,
and ANDREW J. SUKAWATY,

Defendants.

PLAINTIFF'S MOTION TO REMAND

Plaintiff Michelle Fendel ("Plaintiff"), by and through her undersigned counsel, and for the reasons set forth in the attached memorandum, hereby moves this Court for an Order:

- 1) Pursuant to 28 U.S.C. § 1447(c), remanding this action back to the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County; and
- 2) Granting such other relief as the Court finds just, proper or necessary.

Pursuant to Local Rule 7.1, undersigned counsel certifies that counsel for the Plaintiff has conferred with counsel for the Defendants in a good faith attempt to resolve the issues raised in this motion and advises that the parties were unable to reach agreement.

WHEREFORE, for the reasons stated in the accompanying memorandum, Plaintiff requests that the Court grant the instant motion.

Dated: August 15, 2011

Respectfully submitted,

JAROSLAWICZ LAW OFFICES

By: s/ Isaac M. Jaroslawicz
Isaac M. Jaroslawicz, Esq.
Florida Bar No. 979510
E-mail address: Isaac@MyLawyerIsaac.com
1177 Kane Concourse, #222
Bay Harbor Islands, Florida 33154
Telephone: 305.398.7739
Facsimile: 786.206.3575

Attorneys for Plaintiff Michelle Fendel

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Plaintiff's Motion to Remand was served via CM/ECF, on August 15, 2011, on all counsel or parties of record on the service list.

s/: Isaac M. Jaroslawicz
Isaac M. Jaroslawicz, Esq.
Florida Bar No. 979510
E-mail address: Isaac@MyLawyerIsaac.com
JAROSLAWICZ LAW OFFICES
1177 Kane Concourse, #222
Bay Harbor Islands, Florida 33154
Telephone: 305.398.7739
Facsimile: 786.206.3575

SERVICE LIST

Matias R. Dorta, Esq.
TEW CARDENAS LLP
Counsel for Defendants
1441 Brickell Avenue, 15th Floor
Miami, Florida 33131
(305) 536-1112
Email: MRD@Tewlaw.com

Shannen Wayne Coffin, Esq.
STEPTOE & JOHNSON, LLP
Counsel for Defendants
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6255
Email: scoffin@steptoe.com

Alfred Mamlet, Esq.
STEPTOE & JOHNSON, LLP
Counsel for Defendants
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6205
Email: amamlet@steptoe.com

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**
Miami Division

Case No.: 11-22395-CIV-MORENO

MICHELLE FENDEL,

Plaintiff,

vs.

INMARSAT, PLC, INMARSAT, INC.,
and ANDREW J. SUKAWATY,

Defendants.

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION TO REMAND

Introduction

On July 1, 2011, Defendants removed this action to this Court from the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida.

As shown below, the Defendants have not demonstrated that this Court has Article III and statutory jurisdiction over this action. Therefore, the action must be remanded.

RELEVANT BACKGROUND

Plaintiff Michelle Fendel is a U.S. citizen residing in Sderot, a town in the south of Israel, where her husband serves as the Dean of the Sderot Yeshiva (rabbinical academy).

In 2007, the Hamas terrorist organization seized power in the Gaza Strip, and began to carry out systematic rocket and missile attacks against civilian targets in southern Israel, including, especially, civilian targets in the town of Sderot, which attacks killed and injured a large number of civilians and caused extensive property damage. Hamas' rocket and missile attacks against civilian targets in Sderot continue until today, and constitute a present and on-going danger to the life, person and property of the Plaintiff and other residents of Sderot.

In order to limit Hamas' ability to receive material support enabling it to carry out such attacks, the State of Israel imposed a maritime blockade on the Gaza Strip.

Following the imposition of Israel's maritime blockade on the Gaza Strip, various violent and/or militant pro-Hamas and anti-Israel organizations have repeatedly initiated and organized efforts to breach Israel's blockade and to support the Hamas-controlled government in the Gaza Strip, by sending ships to the Gaza Strip.

For example, in May 2010, pro-Hamas militants sent a flotilla of ships, led by the vessel *Mavi Marmara*, to violate Israel's coastal blockade and to provide support to Hamas. When the Israeli Navy intercepted the vessels, violence erupted on board the *Mavi Marmara*, which resulted in the deaths of nine terrorists and serious injury to numerous Israelis.

Defendants Inmarsat PLC and Inmarsat Inc. (collectively: "Inmarsat"), are providers of worldwide satellite communication services to ships, which are crucial to a ship's ability to sail.

In June 2011, an Israel civil rights organization, Shurat HaDin – Israel Law Center, discovered that Inmarsat is providing satellite communication services to the *Mavi Marmara* and other vessels that are owned and/or controlled by pro-Hamas militants and that are being used to breach Israel's blockade and to provide support to Hamas.

On June 5, 2011, Shurat HaDin sent letters to Inmarsat and its principals, informing them that Inmarsat's provision of satellite communication services to the *Mavi Marmara* and other ships being used to run the blockade and supply Hamas violated U.S. antiterrorism laws (18 U.S.C. §§ 2339A and 2339B) and exposed Inmarsat and its officers to criminal and civil liability. *See Ex. A.*

Shurat HaDin attached to its letters a print-out from Inmarsat's own website, showing that Inmarsat is providing satellite communication services to the *Mavi Marmara*. *Id.* at 6.

On June 8, 2011, Inmarsat sent Shurat HaDin the following outrageous response:

[I]t is our understanding that the vessel in question is not registered, owned, controlled or operated by Hamas or any other designated terrorist organisation and, as a result, neither Inmarsat nor third parties in the distribution chain supplying airtime or terminals are in breach of any such legal restrictions.

Ex. B.

In other words, Inmarsat's position is that, so long as Hamas is not so foolish as to register or operate the *Mavi Marmara* and the other ships in its own name, Inmarsat will continue to sell them the satellite communication services without which these ships cannot sail.

Notably, and astonishingly, by the time Inmarsat sent this letter, nine people had already been killed and dozens seriously injured onboard the *Mavi Marmara*.

Given Inmarsat's "see no evil, hear no evil" approach, and its openly proclaimed intention to continue to sell satellite communication services to the *Mavi Marmara* and the other vessels being used to provide material support to Hamas – despite the deaths and injuries that had already occurred and are highly likely to occur again – the Plaintiff brought the instant suit against Inmarsat PLC and Inmarsat Inc., both of which do business in Florida, and against Andrew J. Sukawaty, a U.S. citizen and Florida resident who is the Chief Executive Officer and Chairman of Inmarsat.

Plaintiff's suit seeks a permanent injunction under Florida law directing Defendants to cease the provision of any services, including communication services, to any vessels being used to breach Israel's blockade and to support the Hamas-controlled government in the Gaza Strip. Under Florida law, courts have equitable power to grant permanent injunctions enjoining dangerous or unlawful conduct. *See, e.g., Operation Rescue v. Women's Health Ctr., Inc.*, 626 So. 2d 664 (Fla. 1993), *aff'd in part, rev'd in part sub. nom. Madsen v. Women's Health Ctr.*, 512 U.S. 753 (1994).

Plaintiff's suit also seeks a declaratory judgment under Florida law against defendants Inmarsat, PLC and Inmarsat, Inc., finding that their provision of satellite communication services to vessels being used to breach Israel's blockade and to support the Hamas government in Gaza constitutes a violation of 18 U.S.C. §§ 2339A and 2339B and endangers the life, person and property of the Plaintiff. The Florida Declaratory Judgment Act confers upon the state circuit courts jurisdiction to render declaratory judgments. Fla. Stat. § 86.011.

ARGUMENT

For the reasons set forth below, this action must be remanded to state court.

I. Defendants Have Failed to Show Standing Under Article III and the Declaratory Judgment Act

It is fundamental that removal is improper and remand is mandatory where the removing party fails to demonstrate that the plaintiff has federal standing under Article III. Moreover, where, as here, the plaintiff seeks declaratory relief, the removing party must also show standing under the Declaratory Judgment Act. *See, e.g., Stalley ex rel. United States v. Delta Health Group, Inc.*, 2007 WL 220170 at *2 (M.D. Fla. 2007) (ordering remand because “plaintiff lacks Article III standing to maintain the action.”); *Wheeler v. Travelers Ins. Co.*, 22 F.3d 534, 537 (3rd Cir. 1994) (“[I]f a district court finds that a plaintiff in a removed case does not have standing, it will remand the case to state court”); *Me. Ass’n of Interdependent Neighborhoods v. Comm’r, Me. Dep’t of Human Servs.*, 876 F.2d 1051, 1053 (1st Cir. 1989) (a determination of no standing is a determination of no subject matter jurisdiction requiring remand); *La. Dep’t of Agric. & Forestry v. La. R.R. Ass’n*, 2010 WL 4393899 at *4 (M.D. La. 2010) (“The LRA, as the removing party asserting federal question jurisdiction, has the burden of showing a case or controversy required by Article III and the Declaratory Judgment Act.”)

Yet, in their Notice of Removal (DE 1) and in their Removal Status Report (DE 15), Defendants do not even attempt to show that Plaintiff has standing to bring this action under Article III and the Declaratory Judgment Act.

Thus, the Court need proceed no further: Defendants’ failure to assert, much less demonstrate, standing under Article III and the Declaratory Judgment Act jurisdiction mandates remand.¹

¹ The absence of federal standing in no way implies that Plaintiff does not have standing under Florida law. That is because Florida standing requirements are broader than their federal counterparts. *See Marco Island Cable, Inc. v. Comcast Cablevision of the South, Inc.*, 509 F.Supp. 2d 1158, 1164 (M.D. Fla. 2007) (“For state law claims, ‘the doctrine of standing certainly exists in Florida, but not in the rigid sense employed in the federal system.’”) (quoting *Dep’t of Revenue v. Kuhnlein*, 646 So. 2d 717, 720 (Fla. 1994)).

In any event, if this Court determines that federal standing is lacking its inquiry ends and remand is mandatory; it is then for the state court to determine whether the Plaintiff meets state

(continued...)

II. Defendants’ “Federal Question” Claims Are Baseless

In an effort to manufacture a federal question, and so federal jurisdiction, where none exists, Defendants assert in their Notice of Removal that, “Plaintiff purports to have a private right to relief directly under 18 U.S.C. §§ 2339A and 2339B.” Notice of Removal [DE 1] ¶ 4.

In fact, Plaintiff’s Complaint asserts no such thing. The Complaint plainly seeks state law remedies – an injunction and declaratory judgment – on the grounds that Defendants’ conduct violates federal statutes, namely: 18 U.S.C. §§ 2339A and 2339B.

There is nothing unusual about that; it is not uncommon for a state law claim to be based on a violation of a federal statute. More importantly, the fact that a request for relief under state law is based on an alleged violation of federal law does not give rise to a “federal question,” and so does not constitute grounds for removal. *See Merrell Dow Pharm. Inc. v. Thompson*, 478 U.S. 804 (1986); *Jairath v. Dyer*, 154 F.3d 1280 (11th Cir. 1998).

WHEREFORE, the instant motion should be granted.

standing requirements. *See, e.g., Univ. of S. Ala. v. Am. Tobacco Co.*, 168 F.3d 405, 410 (11th Cir. 1999) (“28 U.S.C. § 1447(c)...is mandatory and may not be disregarded based on speculation about the proceeding’s futility in state court”).

Dated: August 15, 2011

Respectfully submitted,

JAROSLAWICZ LAW OFFICES

By: s/ Isaac M. Jaroslawicz
Isaac M. Jaroslawicz, Esq.
Florida Bar No. 979510
E-mail address: Isaac@MyLawyerIsaac.com
1177 Kane Concourse, #222
Bay Harbor Islands, Florida 33154
Telephone: 305.398.7739
Facsimile: 786.206.3575

Attorneys for Plaintiff Michelle Fendel

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Memorandum in Support of Plaintiff's Motion to Remand was served via CM/ECF, on August 15, 2011, on all counsel or parties of record on the service list.

s/: Isaac M. Jaroslawicz
Isaac M. Jaroslawicz, Esq.
Florida Bar No. 979510
E-mail address: Isaac@MyLawyerIsaac.com
JAROSLAWICZ LAW OFFICES
1177 Kane Concourse, #222
Bay Harbor Islands, Florida 33154
Telephone: 305.398.7739
Facsimile: 786.206.3575

SERVICE LIST

Matias R. Dorta, Esq.
TEW CARDENAS LLP
Counsel for Defendants
1441 Brickell Avenue, 15th Floor
Miami, Florida 33131
(305) 536-1112
Email: MRD@Tewlaw.com

Shannen Wayne Coffin, Esq.
STEPTOE & JOHNSON, LLP
Counsel for Defendants
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6255
Email: scoffin@steptoe.com

Alfred Mamlet, Esq.
STEPTOE & JOHNSON, LLP
Counsel for Defendants
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6205
Email: amamlet@steptoe.com



בית הקורן, רח' התעיש 10 רמת גן, 52512
Beit Hakeren, 10 Hata'as St. Ramat Gan
52512, Israel
www.israelawcenter.org

טל: 972-3-7514175
פקס: 972-3-7514174
Tel (US): 212-591-0073

June 5, 2011

Inmarsat
99 City Road
London EC1Y 1AX
United Kingdom
Via Fax: +44 (0)20 7728 1142

Inmarsat
1101 Connecticut Avenue, NW Suite 1200
Washington, D.C. 20036
Via Fax: +1 202 248 5177

Re: Criminal and Civil Liability of Inmarsat
Relating to the Gaza Strip Flotilla

Dear Sirs,

SHURAT HADIN—ISRAEL LAW CENTER, an Israeli organization dedicated to enforcing basic human rights through the legal system, represents victims of terrorism in courtrooms around the world.

In May 2010, armed militants sponsored by Islamic terrorist groups and European and Turkish organizations, many of which are affiliated with the Hamas terrorist group, outfitted and launched a naval flotilla, led by the vessel Mavi Marmara, which was intended to illegally violate Israel's coastal blockade of the Hamas-controlled Gaza Strip, to provide material support and resources to Hamas and to attack the Israel Defense Forces ("IDF"), the army of a state that is at peace with the United States and the United Kingdom.

The ensuing violence on board the Mavi Marmara resulted in the deaths of nine armed terrorists and serious injury to numerous IDF SEALs and other Israelis.

The same groups and individuals are planning to launch a new flotilla later this month for the same purposes, to be led, once again, by the Mavi Marmara.



We have obtained clear evidence proving that Inmarsat* provides vital communications services to the Mavi Marmara. *See* Exhibit A.

Provision of communications services constitutes “material support or resources” within the meaning of 18 U.S.C. § 2339A. Therefore, the continued provision of communications services by Inmarsat to the Mavi Marmara, and/or to any other participants in the upcoming flotilla, would constitute a crime, *inter alia*, under 18 U.S.C. §§ 2339A and 2339B. *See e.g. Holder v. Humanitarian Law Project*, 130 S.Ct. 2705 (2010); *U.S. v. Iqbal*, 06-CR-1054-RMB (S.D.N.Y.) (indictment and conviction for provision of satellite communication services).

Also, if Inmarsat continues to provide the Mavi Marmara or any other participants in the upcoming flotilla with such services, Inmarsat will be civilly liable both under 18 U.S.C. § 2333(a) for all physical or economic harm caused by the flotilla to any U.S. citizens (*see Boim v. Holy Land Foundation*, 549 F.3d 685 (7th Cir. 2008)) and under Israeli law for all harm caused by the flotilla to any person (*see Wultz v. Islamic Republic of Iran*, 755 F. Supp. 2d 1 (D.D.C. 2010)).

If the flotilla succeeds in conveying its cargo to Gaza, Inmarsat will also be liable for all attacks carried out in the future by Hamas. *See Boim, id.*

Please note that many corporations that provided material support to militant organizations in the Middle East are currently defendants in multi-billion dollar civil actions in federal courts in the United States brought by the victims of these groups.

In light of the above, we request that you immediately provide us written confirmation that Inmarsat has permanently discontinued the provision of services to the Mavi Marmara and to the other participants in the planned flotilla.

Absent such immediate confirmation, we will seek all available relief and remedies against Inmarsat in all relevant jurisdictions.

Very truly yours,

Nitsana Darshan-Leitner, Esq.

Cc: Robert J. Tolchin, Esq.

* All references in this letter to “Inmarsat” include Inmarsat PLC and Inmarsat Inc., as well as all subsidiaries thereof and all entities affiliated therewith.



בית הקרן, רח' התעיש 10 רמת גן, 52512
Beit Hakeren, 10 Hata'as St. Ramat Gan
52512, Israel
www.israellawcenter.org

Tel: 972-3-7514175 : טל
Fax: 972-3-7514174 : פקס
Tel (US): 212-591-0073

June 5, 2011

Andrew Sukawaty - Chairman and Chief Executive Officer
Rick Medlock - Chief Financial Officer
John Rennocks - Deputy Chairman
Rupert Pearce - Senior Vice President and General Counsel
Nick Rowe - General Counsel
Diane Cornell - Vice President
David Helfgott - President, Inmarsat, Inc.
Peter Hadinger - President, Inmarsat Government Services Inc.
Leo Mondale - Vice President

Inmarsat
99 City Road
London EC1Y 1AX
United Kingdom
Via Fax: +44 (0)20 7728 1142

Inmarsat
1101 Connecticut Ave. NW, Suite 1200
Washington, D.C. 20036
Via Fax: +1 202 248 5177

Re: Criminal and Civil Liability of Inmarsat
Relating to the Gaza Strip Flotilla

Dear Sirs,

SHURAT HADIN—ISRAEL LAW CENTER, an Israeli organization dedicated to enforcing basic human rights through the legal system, represents victims of terrorism in courtrooms around the world.

In May 2010, armed militants sponsored by Islamic terrorist groups and European and Turkish organizations, many of which are affiliated with the Hamas terrorist group, outfitted and launched a naval flotilla, led by the vessel Mavi Marmara, which was intended to illegally violate Israel's coastal blockade of the Hamas-controlled Gaza Strip, to provide material support and resources to Hamas and to attack the Israel Defense Forces ("IDF"), the army of a state that is at peace with the United States and the United Kingdom.

The ensuing violence on board the Mavi Marmara resulted in the deaths of nine armed terrorists and serious injury to numerous IDF SEALs and other Israelis.



The same groups and individuals are planning to launch a new flotilla later this month for the same purposes, to be led, once again, by the Mavi Marmara.

We have obtained clear evidence proving that Inmarsat* provides vital communications services to the Mavi Marmara. *See* Exhibit A.

Provision of communications services constitutes “material support or resources” within the meaning of 18 U.S.C. § 2339A. Therefore, the continued provision of communications services by Inmarsat to the Mavi Marmara, and/or to any other participants in the upcoming flotilla, would constitute a crime, *inter alia*, under 18 U.S.C. §§ 2339A and 2339B. *See e.g. Holder v. Humanitarian Law Project*, 130 S.Ct. 2705 (2010); *U.S. v. Iqbal*, 06-CR-1054-RMB (S.D.N.Y.) (indictment and conviction for provision of satellite communication services). As officers and senior employees of Inmarsat, you might also be criminally liable for such conduct.

Also, if Inmarsat continues to provide the Mavi Marmara or any other participants in the upcoming flotilla with such services, Inmarsat will be civilly liable both under 18 U.S.C. § 2333(a) for all physical or economic harm caused by the flotilla to any U.S. citizens (*see Boim v. Holy Land Foundation*, 549 F.3d 685 (7th Cir. 2008)) and under Israeli law for all harm caused by the flotilla to any person (*see Wultz v. Islamic Republic of Iran*, 755 F. Supp. 2d 1 (D.D.C. 2010)). If the flotilla succeeds in conveying its cargo to Gaza, Inmarsat will also be liable for all attacks carried out in the future by Hamas. *See Boim, id.* As officers and senior employees of Inmarsat, you would share Inmarsat’s civil liability.

Please note that many corporations that provided material support to militant organizations in the Middle East are currently defendants in multi-billion dollar civil actions in U.S. federal courts brought by the victims of these groups, and that officers and principals of such corporations are also defendants in some of these actions. *See e.g. Abecassis v. Wyatt*, --- F.Supp.2d ----, 2011 WL 1227780 (S.D.Tex. 2011).

In light of the above, we request that you immediately provide us written confirmation that Inmarsat has permanently discontinued the provision of services to the Mavi Marmara and to the other participants in the planned flotilla.

Absent such immediate confirmation, we will seek all available relief and remedies against you in all relevant jurisdictions.

* All references in this letter to “Inmarsat” include Inmarsat PLC and Inmarsat Inc., as well as all subsidiaries thereof and all entities affiliated therewith.



Very truly yours,
Nitsana Darshan Leitner
Nitsana Darshan-Leitner, Esq.

Cc: Robert J. Tolchin, Esq.

Search Site

Search

Partner Login



Services Support About Inmarsat Partners

You are here : [Home](#) [Services](#) [Maritime](#) [Ships Directory](#)

Maritime

Ships Directory - Results

Sectors

- Merchant
- Government
- Fishing
- Leisure

Found your ship? Note the number, type of service available aboard (phone, fax, telex, email) and Inmarsat system(s) fitted (Inmarsat A, B, C, M, mini-M, Fleet) and press [Contacting ships via Inmarsat](#) for full instructions. [Click here to search again.](#)

Your search returned the following results:

Services

- FleetBroadband
- Fleet 77, 55, 33
- FleetPhone
- Crew calling
- Safety

Vessel Name	Flag	Type	System
MAVI MARMARA	THE UNION OF COMOROS	PASSENGER/CRUISE	INMARSAT C SYSTEM
Numbers:	461695211 [Inmarsat C Text / Data]		
	461695210 [Inmarsat C Text / Data]		

Showing matching number(s) 1-2 of 2

- Marketplace
- How to buy



Crew calling



8 June 2011

Nitsana Darshan-Leitner, Esq.
Shurat HaDin
Israel Law Center
Beit Hakeren, 10 Hata'as St. Ramat Gan
52512, Israel

Inmarsat Global Limited
99 City Road
London EC1Y 1AX
United Kingdom
www.inmarsat.com

T +44 (0)20 7728 1000
F +44 (0)20 7728 1044

Dear Ms Darshan-Leitner

Thank you for your letter dated June 5th 2011, which we received on June 6th 2011.

To ensure that we receive any future faxes promptly, could you please send them to +44 (0) 207 728 1602 marked for my attention.

As you are perhaps aware, Inmarsat Global Limited's primary role is that of a space segment airtime wholesaler, but both we and third parties in our distribution chain recognise and seek to comply fully with our obligations under international and other applicable sanctions legislation and have processes and safeguards in place to prevent their breach. Nevertheless, we appreciate your outreach and your cautions concerning the importance of adhering to such legal restrictions.

In this instance, it is our understanding that the vessel in question is not registered, owned, controlled or operated by Hamas or any other designated terrorist organisation and, as a result, neither Inmarsat nor third parties in the distribution chain supplying airtime or terminals are in breach of any such legal restrictions.

We trust this clarifies our position, however, if you wish to continue correspondence on this matter could you please mark it for my attention.

Yours sincerely

A handwritten signature in blue ink, appearing to read "N.L. Rowe", with a horizontal line underneath.

N.L. Rowe
General Counsel
Inmarsat Global Limited

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**
Miami Division

Case No.: 11-22395-CIV-MORENO

MICHELLE FENDEL,

Plaintiff,

vs.

INMARSAT, PLC, INMARSAT, INC.,
and ANDREW J. SUKAWATY,

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

THIS CAUSE comes before the Court upon Plaintiff's Motion to Remand. After review of the record, and the Court being otherwise fully advised, it is

ORDERED AND ADJUDGED THAT:

- 1) Pursuant to 28 U.S.C. § 1447(c), this action shall be and hereby is remanded to the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida.

DONE AND ORDERED in Chambers, in Miami, Miami-Dade County, Florida, this ____ day of _____, 2011.

FEDERICO A. MORENO
CHIEF UNITED STATES DISTRICT JUDGE

Copies furnished to:
All Counsel of Record