

NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 24-1658

JAMES MOSLEY,
Appellant

v.

BRIAN YOUNG, Epic Solutions Settlement Manager

On Appeal from the United States District Court
for the Eastern District of Pennsylvania
(D.C. Civil Action No. 2-24-cv-00504)
District Judge: Honorable Mia R. Perez

Submitted Pursuant to Third Circuit LAR 34.1(a)
June 20, 2024

Before: JORDAN, PHIPPS, and NYGAARD, Circuit Judges

(Opinion filed: June 27, 2024)

OPINION*

PER CURIAM

Pro se appellant James Mosley appeals from the District Court's dismissal of his complaint. For the reasons that follow, we will affirm the District Court's judgment.

* This disposition is not an opinion of the full Court and pursuant to I.O.P. 5.7 does not constitute binding precedent.

In February 2024, Mosley filed a complaint in the United States District Court for the Eastern District of Pennsylvania. Mosley's sparse complaint alleged that Appellee Brian Young acted as a class-action settlement administrator, that Mosley received a check for \$8.52 from a class-action settlement that Mosley was unable to cash, and that Young somehow breached the class action settlement agreement by providing improper notice to Mosley.¹ Mosley asserted that the District Court had diversity jurisdiction over his claims, because he was a citizen of Pennsylvania and Young was a citizen of Oregon.² Mosley sought “redress in the amount of \$25 million due to breach of settlement agreement and the check of \$8.52 [that] has been forfeited wrongfully.” See ECF No. 2 at 5. The District Court liberally construed Mosley’s complaint as raising a breach-of-contract claim, and it sua sponte dismissed the complaint without prejudice for lack of subject matter jurisdiction. Mosley timely appealed.

We have jurisdiction under 28 U.S.C. § 1291 over a dismissal of a complaint without prejudice for lack of subject matter jurisdiction, and our review is plenary. See

¹ It is unclear how the notice was improper, or how it breached a contract. Mosley possibly alleged that he was unable to cash his settlement check due to some defect in Young’s notice of the settlement agreement. Alternatively, Mosley might have alleged that Young failed to provide Mosley with an opportunity to opt out of the class-action settlement.

² The District Court observed that Mosley raised both federal claims and similar state claims in a prior lawsuit against Young and two other defendants. See ECF No. 5, at 2 n.3; see also Mosley v. Bank of Am., No. 23-2497, 2024 WL 224336 (3d Cir. Jan. 22, 2024) (affirming District Court’s dismissal of complaint). In this second lawsuit, Mosley does not mention federal claims, and he omits the defendant that shared his Pennsylvania citizenship.

G.W. v. Ringwood Bd. of Educ., 28 F.4th 465, 468 & n.2 (3d Cir. 2022); Pa. Fam. Inst., Inc. v. Black, 489 F.3d 156, 162 (3d Cir. 2007) (per curiam).

A district court has diversity jurisdiction if (1) there is complete diversity of citizenship amongst the parties, and (2) the amount in controversy exceeds \$75,000. See 28 U.S.C. § 1332(a); Peace Church Risk Retention Grp. v. Johnson Controls Fire Prot. LP, 49 F.4th 866, 870 (3d Cir. 2022). The party that invokes diversity jurisdiction has “the burden to prove, by the preponderance of the evidence, that the amount in controversy exceeds \$75,000.” Auto-Owners Ins. Co. v. Stevens & Ricci Inc., 835 F.3d 388, 395 (3d Cir. 2016). Usually, the amount in controversy is based on good faith allegations in the plaintiff’s complaint, and dismissal is warranted only if it “appear[s] to a legal certainty that the claim is really for less than the jurisdictional amount.” See id. (quoting St. Paul Mercury Indem. Co. v. Red Cab Co., 303 U.S. 283, 288-89 (1938)).

We see no error in the District Court’s finding that there was no basis for diversity jurisdiction.³ Mosley’s breach-of-contract claim is brought under Pennsylvania state law. Under Pennsylvania state law, a party injured by a contractual breach is not entitled to recover anything beyond compensation for the loss that he has sustained. See Vinculum, Inc. v. Goli Techs., LLC, 310 A.3d 231, 249-50 (Pa. 2024). Thus, if Mosley were to

³ Mosley’s sole argument on appeal is that the District Court erred because it did not find that Young is a citizen of Oregon and Mosley is a citizen of Pennsylvania. However, the District Court did not reject Mosley’s citizenship allegations; it instead narrowly focused on Mosley’s inability to meet the amount-in-controversy requirement.

prevail in his breach-of-contract claim, he would be entitled to damages that put him as close as possible to the position that he would have been in if there had been no breach. See id. If Mosley's request for \$25 million was a demand for punitive damages, then that request fails, because punitive damages cannot be recovered under Pennsylvania state law in an action based solely on breach of contract. See Samuel-Bassett v. KIA Motors Am., Inc., 357 F.3d 392, 402 (3d Cir. 2004). Construed liberally, none of Mosley's allegations support a conclusion that he would have been entitled to more than \$8.52 in compensatory damages, assuming the alleged breach of contract occurred. Therefore, based on well-established principles of Pennsylvania contract law and the vague allegations in Mosley's complaint, Mosley has alleged an amount in controversy of \$8.52—not the more than \$75,000 required for diversity jurisdiction, and certainly not the \$25 million demanded.

Accordingly, we will affirm the District Court's judgment.