

UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

LINDA HORTON, Individually and as Executrix of the
Estate of Barney Horton, Jr.,

Plaintiff-Appellee,

v.

GENERAL ELECTRIC COMPANY,

Defendant-Appellant,

CARDINAL INDUSTRIAL INSULATION CO. INC., et al.,

Defendants.

No. 25-5958

Appeal from the United States District Court for the Western District of Kentucky at Louisville.
No. 3:25-cv-00100—Rebecca Grady Jennings, District Judge.

Argued: July 22, 2026

Decided and Filed: September 9, 2026

Before: BOGGS, KETHLEDGE, and THAPAR, Circuit Judges.

COUNSEL

ARGUED: William M. Jay, GOODWIN PROCTER LLP, Washington, D.C., for Appellant. Stephanie B. Garlock, PUBLIC CITIZEN LITIGATION GROUP, Washington, D.C., for Appellee. **ON BRIEF:** Gregory Scott Gowen, Robert E. Ranney, FULTZ MADDUX DICKENS PLC, Louisville, Kentucky, for Appellant. Stephanie B. Garlock, Adam R. Pulver, PUBLIC CITIZEN LITIGATION GROUP, Washington, D.C., Paul J. Kelley, SATTERLEY & KELLEY, PLLC, Louisville, Kentucky, for Appellee. Jeffrey R. White, AMERICAN ASSOCIATION FOR JUSTICE, Washington, D.C., for Amicus Curiae.

OPINION

BOGGS, Circuit Judge. Linda Horton (“Horton”), individually and as the executrix of the estate of her now-deceased husband Barney Horton, Jr., filed suit in Kentucky state court against General Electric (“GE”) and a number of other defendants for various Kentucky-law claims arising from exposure to asbestos-containing products that resulted in Mr. Horton contracting malignant mesothelioma. Mr. Horton filed an affidavit in state court disclaiming any claims arising from his military service when GE’s counsel asked about federal removal. GE removed the case to federal court under 28 U.S.C. § 1442 in order to assert a federal-contractor defense. GE alleged that Mr. Horton was exposed to asbestos while serving in the Navy from 1968 to 1972, and that GE was the supplier for asbestos-containing turbines on a ship on which he served, the *USS Cascade*. Subsequent to removal, Horton filed an Amended Complaint that also explicitly disclaimed any claims arising from Mr. Horton’s military service. Horton then moved for remand, which the district court granted.

For the reasons discussed below, we affirm.

I

Barney Horton, Jr., (Mr. Horton) was employed as a millwright at GE’s Appliance Park in Louisville, Kentucky for more than a decade. While at GE, Mr. Horton worked with equipment and products containing asbestos. His father had similarly worked as a millwright in GE’s Appliance Park, and Mr. Horton was exposed to asbestos dust on his father’s clothes as a child. In May of 2024, Mr. Horton was diagnosed with malignant mesothelioma, a cancer caused by exposure to asbestos.

On November 21, 2024, the Plaintiffs¹ filed a civil lawsuit against GE and other defendants in the Jefferson Circuit Court, asserting various Kentucky-law claims, including strict

¹The suit was originally filed by Barney Horton, Jr., and Linda Horton. On March 19, 2025, Horton filed a notice advising that Barney Horton, Jr., was deceased. On June 6, 2025, the district court granted Horton’s request to substitute Linda Horton, as Executrix of the Estate of Barney Horton, Jr., for Barney Horton, Jr., in this case.

liability failure to warn, strict liability design and manufacturing defect, negligent failure to exercise ordinary care, negligent failure to warn, negligence per se, personal injuries, loss of consortium, and punitive damages. All of these claims arose from the alleged exposure of Mr. Horton to asbestos-containing materials manufactured, sold, or utilized by General Electric and other defendants.

During discovery, on January 22, 2025, GE learned that Mr. Horton had “served in the United States Navy from 1968 to 1972,” including two years of service aboard the “USS Cascade (AD-16).” According to GE’s records, the *USS Cascade* contained “one or more General Electric marine turbines.”² Horton also produced documentation of a claim that Mr. Horton submitted to the Department of Veteran Affairs for injuries that Mr. Horton believed arose during his service. The claim included the following sworn “Statement in Support of Claim”:

I am filing a claim for exposure to asbestos, bilateral hearing loss, and bilateral tinnitus as a result of my military service. I worked as a shipfitter and was exposed to asbestos and hazardous noise as a result of my job in the military. I worked on various ships and frequently worked down in the engine room where it was exposed to hazardous noises coming from the pipe metal shop and the sheet fitter shops. I have been seen at the Robley Rex VAMC during 1/1/2013 - 5/21/2024 for all of the aforementioned illnesses.

Based on these records, GE concluded that Mr. Horton’s asbestos-related injury “may have been due in part to exposure to asbestos-containing dust during work related to U.S. Navy turbines manufactured by General Electric pursuant to Navy specifications.”

Counsel for GE raised with Horton’s counsel the possibility of removal based on a federal-officer defense. In response, Horton submitted an affidavit executed by Mr. Horton disclaiming for the purposes of this case any exposure to asbestos from GE’s equipment during his naval career and expressly waiving any claims against Defendants for damages resulting from his time in the Navy.

On February 20, 2025, GE removed this case to federal court pursuant to 28 U.S.C. § 1442(a). GE asserted that its actions with respect to equipment provided to the U.S. Navy were

²These documents are not in the court record and have not been produced by GE.

undertaken “pursuant to government contracts and [GE] was acting under an officer or agency of the United States.” GE asserted that it was removing to raise a “government contractor defense” to Horton’s claims arising out of GE’s provision of turbines to the *USS Cascade*, as well as to any claims for apportionment from GE’s co-defendants based on the same.

Horton later filed a First Amended Complaint, which disclaimed and waived “any cause of action or recovery” for the following injuries:

any injuries caused by or arising out of exposures, of any kind, to asbestos that occurred while Barney Horton, Jr. served in the U.S. Navy. . . [or] that occurred on any U.S. Naval ship or other military vessel, including the U.S.S. *Cascade*. . . [or] as a result of Barney Horton, Jr.’s work on, or in close proximity to others working on, marine turbines, boilers, generators, and insulation present on any U.S. Naval ship or other military vessel, including but not limited to the U.S.S. *Cascade*.

First Amended Complaint, R.19, PageID 360.

Having waived any claims arising from any exposure that Mr. Horton may have experienced in the Navy, including from any GE equipment, Horton moved to remand. GE opposed.

On October 15, 2025, the district court granted Horton’s motion to remand, holding that GE could not assert a colorable federal defense. *Horton v. General Electric Co.*, No. 3:25-cv-100-RGJ, 2025 WL 2933858 (W.D. Ky. October 15, 2025).

This appeal followed.

II

The federal-officer-removal statute, 28 U.S.C. § 1442, permits a state-court defendant to remove lawsuits or prosecutions against “any officer (or any person acting under that officer) of the United States or of any agency thereof, in an official or individual capacity, for or relating to any act under color of such office.” 28 U.S.C. § 1442(a)(1). To remove a lawsuit under this provision, the defendant must establish: (1) that it is a federal officer or a “person acting under” a federal officer, (2) that the lawsuit is directed at conduct “for or relating to any act under color of [federal] office,” and (3) that it involves a colorable federal defense. 28 U.S.C. § 1442(a)(1);

Chevron USA Inc. v. Plaquemines Parish, 146 S. Ct. 1052, 1057–58 (2026) (quoting *Mesa v. California*, 489 U.S. 121, 124–25 (1989)). This provision guards against the possibility that, in particular cases, a state court’s adjudication of a federal officer’s defense could “paralyze the operations of the government.” *Tennessee v. Davis*, 100 U.S. 257, 263 (1879).

One such applicable defense is the “government contractor defense.” *Boyle v. United Technologies Corp.*, 487 U.S. 500, 510 (1988). In *Boyle*, the Supreme Court held that the “uniquely federal interest[]” of “getting the Government’s work done” requires that, under certain circumstances, a private contractor must be protected from tort liability associated with its performance of a government contract. *Id.* at 504–05 (citation modified). Under *Boyle*, “[l]iability for design defects in military equipment cannot be imposed, pursuant to state law, when (1) the United States approved reasonably precise specifications; (2) the equipment conformed to those specifications; and (3) the supplier warned the United States about the dangers in the use of the equipment that were known to the supplier but not to the United States.” *Id.* at 512. The government-contractor defense also applies to failure-to-warn claims. *Tate v. Boeing Helicopters*, 55 F.3d 1150, 1157 (6th Cir. 1995). Government contractors are immune from liability for failure-to-warn claims only when “(1) the United States exercised its discretion and approved the warnings, if any; (2) the contractor provided warnings that conformed to the approved warnings; and (3) the contractor warned the United States of the dangers in the equipment’s use about which the contractor knew, but the United States did not.” *Ibid.*

This court “review[s] de novo the district court’s determination that it lacked subject-matter jurisdiction and its consequent decision to issue a remand order.” *Hudak v. Elmcroft of Sagamore Hills*, 58 F.4th 845, 851 (6th Cir. 2023) (quoting *Mays v. City of Flint*, 871 F.3d 437, 442 (6th Cir. 2017)).

GE makes two arguments: first, it argues that the district court should not have considered Horton’s amended complaint, because jurisdiction is frozen at the moment of removal. Second, it argues that even under the amended complaint, it has a colorable federal defense. We take each argument in turn.

A

GE argues that Horton’s waiver “came too late” and that jurisdiction is frozen at the moment of removal. It is not.

As an initial matter, GE did not raise this argument below. As a general rule, this court “declines to consider arguments not presented below, as our function is to review the case presented to the district court, rather than a better case fashioned after a district court’s unfavorable order.” *Nassiri v. Mackie*, 967 F.3d 544, 547 (6th Cir. 2020) (citation modified). “The court will consider an issue not raised below only when the proper resolution is beyond doubt or a plain miscarriage of justice might otherwise result.” *DaimlerChrysler Corp. Healthcare Benefits Plan v. Durden*, 448 F.3d 918, 922 (6th Cir. 2006). GE attempts to excuse its failure by arguing that it had no reason to make the argument prior to the district court’s opinion, which cited *Royal Canin U.S.A., Inc. v. Wullschleger*, 604 U.S. 22 (2025). But the party seeking removal bears the burden of establishing federal-court jurisdiction. *Mays*, 871 F.3d at 442. GE had the amended complaint before it at the time of the district court decision; if it wanted to argue that the district court could only consider the original complaint when determining the motion to remand, the time to do so was then.

But issues of forfeiture aside, GE is mistaken. The Supreme Court’s 2025 decision in *Royal Canin* is dispositive, holding that “federal jurisdiction—or its absence—follows from the amended complaint” in both “original and removed cases.” 604 U.S. at 38. In a case removed on the basis of federal-question jurisdiction, when a plaintiff “amends her complaint to delete all the federal-law claims, leaving nothing but state-law claims behind,” then “the court’s power to decide the dispute dissolves.” *Id.* at 30. This includes “when an amendment follows a lawsuit’s removal.” *Id.* at 30–31. This “accords with a bevy of rules hinging federal jurisdiction on the allegations made in an amended complaint, because that complaint has become the operative one.” *Id.* at 30.

GE counters that, in *Royal Canin*, the issue was whether a federal court could retain supplemental jurisdiction over state-law claims when federal-law claims removed under § 1441(a) had been dismissed. Appellant’s Reply Br. at 10–13. In short, GE’s position is that in

a federal-officer-removal case, any amendment to the complaint post-removal should be ignored, even if it eliminates all federal defenses, because jurisdiction hinges on the moment of removal. To evaluate this argument, we first turn to the text of 28 U.S.C. § 1442(a), which reads:

A civil action or criminal prosecution that is commenced in a State court and that is against or directed to any of the following may be removed by them to the district court of the United States for the district and division embracing the place wherein it is pending:

- (1) The United States or any agency thereof or any officer (or any person acting under that officer) of the United States or of any agency thereof, in an official or individual capacity, for or relating to any act under color of such office

28 U.S.C. § 1442(a). The statute specifically requires that the removed action “*is* against or directed to . . . any officer (or any person acting under that officer) . . . for or relating to any act under color of such office.” *Ibid.* (emphasis added). GE contends that this present-tense language refers only to the moment of removal. But this reading is not consistent with other jurisdictional and removal statutes, which use similar present-tense language. Section 1441, the removal statute at issue in *Royal Canin*, allows removal for “any civil action brought in a State court of which the district courts of the United States *have* original jurisdiction” *Id.* at § 1441(a) (emphasis added). This is also present tense. And the jurisdictional grant under § 1367 similarly uses present-tense language:

In any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.”

Id. at § 1367.

In short, the present-tense language of § 1442(a) mirrors the present-tense language of § 1441 and § 1367. That present tense requires courts to assure themselves of jurisdiction as the case currently stands, not as it might have been at some point in the past when the case was initially removed. This similar statutory text supports that “federal jurisdiction—or its absence—follows from the amended complaint” in both “original and removed cases,” including cases removed under § 1442. *Royal Canin*, 604 U.S. at 38.

§ 1442 does differ from § 1441 in one important way. But that difference undercuts GE’s argument. § 1441 is the general removal statute; it incorporates §§ 1331, 1332, and 1367 as the bases for federal jurisdiction. But § 1442 is a *separate* grant of jurisdiction to the federal courts; no other statute provides for jurisdiction over federal-officer cases. In this case, the present-tense language refers not only to the process of removal; it applies to the grant of jurisdiction itself. Once the case is no longer directed towards federal conduct—even if it once was—the federal court has no jurisdiction.

Moreover, the Court’s reasoning in *Royal Canin* was expressly not limited to the bare text of § 1367. It also turned to “a slew of other, mainly judge-made procedural rules linking jurisdiction to the amended, rather than initial, complaint.” *Id.* at 34. The Court held that “courts conceive of amendments to pleadings as potentially jurisdiction-changing events. The amended complaint becomes the operative one; and in taking the place of what has come before, it can either create or destroy jurisdiction.” *Id.* at 35. “The uniformity of [the] principle” that “federal jurisdiction—or its absence—follows from the amended complaint” is necessary to ensure “the case, as it will actually be litigated, merits a federal forum.” *Id.* at 39.

GE argues that jurisdiction should not follow from the amended complaint under § 1442 because the court must credit GE’s theory of the case when evaluating federal-officer removal and “federal-officer jurisdiction is not subject to the well-pleaded complaint rule.” Appellant’s Reply Br. at 10. But *Royal Canin* does not rely on the well-pleaded-complaint rule. In fact, the Court itself noted exceptions, such as changes to the amount in controversy, when a court might retain jurisdiction if the change “concerns a fact on the ground” instead of “the plaintiff’s selection of claims and parties.” *Royal Canin*, 604 U.S. at 38, n.8. The amendment of a complaint to expressly disclaim certain claims is a clear example of “the plaintiff’s selection of claims” rather than “a factual issue.” *Ibid.* And accepting the defendant’s theory of the case does not require the court to consider defenses to claims that no longer exist.

Under *Royal Canin*—and § 1447—the federal court loses jurisdiction when the federal element of the claim is removed. When Horton amended her complaint, GE no longer had a colorable federal defense to her claim for asbestos exposure in civilian employment, so the district court no longer had jurisdiction. “If at any time before final judgment it appears that the

district court lacks subject matter jurisdiction, the case shall be remanded.” 28 U.S.C. § 1447(c). 28 U.S.C. § 1447 applies “in any case removed from a State court” and § 1447(d) explicitly references cases removed under § 1442. *Id.* at § 1447(a), (d). Once any claims “for or relating to any act under color of [federal] office” were eliminated, GE could raise no colorable federal defense to the remaining claims. The action no longer “is against or directed at” a federal officer, stripping the court of jurisdiction under § 1442(a).

GE “is not entitled to a federal forum in which to raise a defense arising out of [its] official duties because such a defense pertains to claims that simply do not exist.” *Gov’t of Puerto Rico v. Express Scripts, Inc.*, 119 F.4th 174, 187 (1st Cir. 2024). The existence of a colorable federal defense is still dependent on the actual claims—and courts must look to the operative complaint to determine what those claims are.

B

GE next argues that even based on the amended complaint, federal jurisdiction is necessary to allow GE to raise a “government contractor defense” to Horton’s claims arising out of GE’s provision of turbines to the *USS Cascade*. But Horton has raised no such claims. Even before amending her complaint, all of Horton’s claims arise from “exposure . . . within the Commonwealth of Kentucky.” Original Complaint, R.1-2, PageID 28. Horton then executed an affidavit disclaiming any claims arising from Mr. Horton’s military service. Finally, Horton amended the complaint to disclaim and waive “any cause of action or recovery for any injuries” arising from his military service. First Amended Complaint, R.19, PageID 360. Horton has no claims in this case, directed towards any defendant, for any federal acts.

GE asserts that the remaining claims still “relate to” Mr. Horton’s potential asbestos-exposure in the Navy for the purposes of federal-officer removal because any exposure during military service might also contribute to his total injuries. But “[t]he ordinary meaning of relating to . . . is not so broad that it is meaningless” and the federal-officer-removal statute does not “reach all suits with any attenuated connection to federal duties.” *Chevron*, 146 S. Ct. at 1060–61 (citation modified). Instead, “[t]he ordinary understanding of ‘relating to’ requires a connection that is not ‘tenuous, remote, or peripheral.’” *Id.* at 1061. Rather, a defendant can

remove under §1442(a)(1) by “plausibly alleg[ing] a close relationship between *its challenged conduct* [in his civilian employment] and the performance of its federal duties.” *Ibid.* (emphasis added). It is true that there may be a disputed issue of fact as to whether Horton was exposed to asbestos by GE products while working as a millwright at Appliance Park in Kentucky, or whether he was exposed to asbestos during his military service. But GE has no colorable government-contractor defense because it cannot be subjected to “tort liability associated with its performance of a government procurement contract.” *Bennett v. MIS Corp.*, 607 F.3d 1076, 1089 (6th Cir. 2010).

GE counters that Horton’s disclaimer is ineffective because its federally directed conduct is inextricable from its challenged conduct. To do so, GE points to two cases, *Ohio ex rel. Yost v. Ascent Health Services, LLC*, 165 F.4th 999 (6th Cir. 2026) and *Maine v. 3M Co., Inc.*, 159 F.4th 129 (1st Cir. 2025). But the facts here are easily distinguished from those cases. In *Ascent Health*, the State of Ohio sued several companies that negotiated with drug manufacturers on behalf of insurance plans, some federal and some private. 165 F.4th at 1002. Ohio alleged that these companies conspired to drive up drug prices. *Ibid.* Two defendants removed under § 1442(a)(1) in order to raise a government-contractor defense, arguing that the challenged actions were taken at the direction of the federal government. *Id.* at 1003. Ohio attempted to disclaim any effort to impose liability for “any conduct undertaken at the direction of a federal officer” in order to remand to state court. *Id.* at 1002. But the court held that because the defendants conducted “a single negotiation on behalf of all their clients,” the federal and non-federal conduct at issue was “indivisible.” *Id.* at 1006, 1008.

But this is not a case in which Horton’s disclaimer “simply disavow[s] any attempt to recover based on the defendant’s indivisible federal conduct.” *Id.* at 1008. Unlike in *Ascent Health*, “[t]he applicability of the disclaimer” does not “turn[] on whether *the defendant’s actions* are in fact related to conduct undertaken under color of federal office,” because the conduct at issue in this case after remand clearly is not. *Ibid.* (emphasis added). Asbestos exposure from a variety of sources, at different locations and times, is not “indivisible” conduct; state courts must engage in this kind of apportionment in nearly every asbestos-exposure case. GE tries to argue that the disclaimer is ineffective because defendant’s *injuries* could be related

to conduct under federal direction. Appellant's Br. at 17–18. But this is not the same thing. Questions about where and when injuries occurred do not require courts to adjudicate a federal-contractor defense—e.g., to determine whether design decisions were made at the direction of the federal government. *See Boyle*, 487 U.S. at 504. Determining where and when injuries occurred does not implicate a federal-contractor defense; it is a standard tort question that is regularly managed by state courts. If liability is found based on GE's non-federal acts, the state court can apportion liability. The federal-officer-removal statute requires “an association, connection, or tie between the challenged *conduct* and the defendant's acts under color of federal office”—not the plaintiff's injury. *Ascent Health*, 165 F.4th at 1010 (emphasis added). Here, the challenged conduct is limited to GE's non-federal business, meaning there is no “tie between the challenged conduct” and any federal acts.

As an analogy, imagine a case in which a plaintiff was struck by a United States Postal Service (USPS) truck driven by a federal contractor, injuring the plaintiff's leg. A few years later, that same plaintiff is struck by a commercial truck, also injuring that same leg. The plaintiff sues the commercial truck company for leg injuries arising from the second accident. That defendant could point to the other accident and claim that the first crash, not the second, was the cause of the plaintiff's injuries. That is what GE seeks to do in this case. But assuming that the defendant could prove that the plaintiff's injuries arose from the USPS truck accident rather than the commercial one, the plaintiff would have no claim against the non-contractor private company. Similarly, there is no question here about “whether the defendant's actions are in fact related” to federal conduct, because Horton has not asserted any claims arising from or related to the federal conduct. *Id.* at 1008. The fact that GE now argues that it was also responsible for asbestos exposure that is not the subject of the cause of action does not create a colorable federal defense. And it certainly doesn't risk “paralyz[ing] the operations of the government.” *Id.* at 1004. There can be no “penalties to acts done under the immediate direction of the national government” when there are no claims based on those acts. *Ibid.*; *Tennessee v. Davis*, 100 U.S. 257, 263 (1879).

The First Circuit's decision in *Maine v. 3M Co., Inc.* also does not suggest a different result. In *3M*, the state brought lawsuits alleging that 3M's manufacturing of products containing

“per- and polyfluoroalkyl substances (PFAS)” had contaminated resources in locations throughout Maine. 159 F.4th at 130. While 3M produced these products for both military and civilian use, Maine brought one suit for products produced for civilian use and attempted to disclaim relief for production for the federal government. *Id.* at 131. The First Circuit requires that waivers must be “express,” not “artful pleading,” and a “disclaimer is merely artful pleading where it would leave a state court to determine the nexus between the charged conduct and federal authority.” *Id.* at 139 (quoting *Gov’t of Puerto Rico*, 119 F.4th at 188). ‘Nexus,’ in this context, refers to the temporal and geographic proximity between challenged conduct and federal conduct. Applying that rule in *3M*, the court held that the state’s disclaimer was merely “artful pleading” because it “fail[ed] to ‘clearly carve[] out certain factual bases, whether by time span or location,’” as required by *Gov’t of Puerto Rico*. *3M*, 159 F.4th at 139.

Here, in contrast, Horton’s complaint is easily separable by both time span and location from federal conduct. This case doesn’t involve the same facilities and the same time frames. This is very different from *3M*, where the First Circuit noted that “at least six” of the sites for which Maine attempted to recover were “plausibly linked” to production of federal products. *Id.* at 135–36. GE’s attempt to analogize the alleged combined *injury* of the PFAS contamination to the combined injury of asbestos exposure ignores that the test is directed towards *conduct*, not *injury*. In fact, *Gov’t of Puerto Rico*’s example of a disclaimer that “will prevent removal,” and accordingly support remand, almost exactly describes Horton’s case:

“Consider a plaintiff who disclaims any claims that arise from a location owned and operated by the federal government. The plaintiff then sues a defendant for the defendant’s conduct on private property divorced from the work that it performed for a federal officer. The defendant thus could not raise a colorable defense arising from its private conduct, so § 1442(a)(1) would not be a proper basis for removal.”

119 F.4th at 187.

Other courts agree. Federal courts have consistently granted motions to remand in cases where plaintiffs expressly disclaimed discrete federal claims—including frequently in the asbestos-exposure context. *See, e.g., Wood v. Crane Co.*, 764 F.3d 316, 321 (4th Cir. 2014) (upholding remand of asbestos claims to state court where plaintiff disclaimed any cause of

action relating to products produced for the military); *Kelleher v. A.W. Chesterton Co.*, No. 15-CV-893-SMY-SCW, 2015 WL 7422756, at *3 (S.D. Ill. Nov. 23, 2015) (remanding asbestos case where “[i]n the complaint and the notice of disclaimer, [the plaintiff] has made clear statements that his claims [based on asbestos exposure] do not include any work performed while in the military or on military machinery”); *Hayden v. 3M Co.*, Civil Action No. 15-2275, 2015 WL 4730741, at *4 (E.D. La. Aug. 10, 2015) (remanding asbestos case because plaintiff’s “disclaimer eliminates any cause of action related to exposure while [the plaintiff] was in the Navy and the only valid grounds for removal relate to that specific time period”); *Frawley v. Gen. Elec. Co.*, No. 06 Civ. 15395(CM), 2007 WL 656857, at *3 (S.D.N.Y. March 1, 2007) (remanding case when plaintiff removed all claims related to asbestos exposure in the Navy); *Batchelor v. Am. Optical Corp.*, 185 F. Supp. 3d 1358, 1363–64 (S.D. Fla. 2016) (collecting cases).

GE may later attempt to argue that, if a jury must allocate Horton’s damages for the claims brought between “federal and nonfederal sources,” that determination must be made by a jury in federal court. *See City of Chicago v. BP P.L.C.*, __F.4th __, No. 25-1916, 2026 WL 2042828, at *3 n.2 (7th Cir. July 15, 2026). But, as this case does not involve such an issue, we have no occasion to express an opinion on this question in this appeal.

Because GE cannot be subjected to “tort liability associated with its performance of a government procurement contract,” *Bennett*, 607 F.3d at 1089, it has no colorable federal defense and the district court appropriately remanded the case to state court.

For the reasons above, we **AFFIRM** the district court’s remand of this case to state court.