

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Brar v. Microsoft Corporation

No. 1:25-cv-00527-CDB (E.D. Cal. June 5, 2025) · No. 1:25-cv-00527-CDB · Decided June 6, 2025

SUMMARY

The United States District Court for the Eastern District of California grants Tanbeer Singh Brar’s application to proceed in forma pauperis and denies his motion for protection of rights. On screening, the court finds that the complaint does not plausibly establish diversity jurisdiction or state cognizable constitutional, contract, or warranty claims against Microsoft Corporation. The court grants Plaintiff 21 days to file a first amended complaint or voluntarily dismiss the action.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	June 6, 2025
DOCKET	1:25-cv-00527-CDB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff proceeding in forma pauperis filed a complaint asserting federal constitutional and contract- or warranty-related claims. The district court screened the complaint under 28 U.S.C. § 1915(e)(2)(B), denied plaintiff's motion for protection of rights, and ordered plaintiff either to file a first amended complaint within 21 days or voluntarily dismiss the action.
STANDARD OF REVIEW	The court screened the in forma pauperis complaint under 28 U.S.C. § 1915(e)(2)(B) and applied the Rule 8(a)(2) plausibility standard, accepting factual allegations as true but rejecting conclusory allegations and unsupported inferences.
PRECEDENTIAL VALUE	nonprecedential district court order
PARTIES	Tanbeer Singh Brar v. Microsoft Corporation

TOPICS

- pleadings
- subject matter jurisdiction
- civil procedure
- breach of contract
- warranty

PRACTICE AREAS

civil procedure

constitutional law

contracts

consumer warranty law

civil rights

QUESTIONS PRESENTED

1. Whether plaintiff established diversity jurisdiction by plausibly alleging an amount in controversy exceeding \$75,000.
2. Whether the complaint stated cognizable First Amendment or Fifth Amendment claims against Microsoft Corporation.
3. Whether the complaint plausibly stated breach of express warranty, breach of implied warranty, or breach of contract claims.
4. Whether plaintiff's motion for protection of rights warranted a hearing or an order restricting the court's issuance of orders and recommendations.
5. Whether plaintiff should be granted leave to amend the deficient complaint.

HOLDINGS

1. Plaintiff failed to plausibly allege that the amount in controversy exceeded \$75,000, so the complaint did not adequately establish diversity jurisdiction.
2. The complaint did not state a cognizable First Amendment claim because it did not plausibly allege that Microsoft acted under color of state law or that its conduct was fairly attributable to the state.
3. The complaint did not state a cognizable Fifth Amendment claim because it did not allege that Microsoft was a federal government actor.
4. The complaint failed to state a claim because it was unclear, did not identify discrete claims or causes of action, and did not provide sufficient factual allegations supporting a cognizable legal theory.
5. The motion for protection of rights was denied because its request was unclear and plaintiff offered no comprehensible reasoning or supporting citations for a hearing or for restricting the court's issuance of orders and recommendations.
6. Plaintiff was granted 21 days to file a first amended complaint curing the identified deficiencies or to voluntarily dismiss the action.

KEY QUOTATIONS

“section 1915(e) not only permits but requires a district court to dismiss an [IFP] complaint that fails to state a claim.” (at 2)

“The Free Speech Clause does not prohibit private abridgment of speech” (at 6)

“an amended complaint supersedes the original complaint.” (at 7)

FACTUAL BACKGROUND

Tanbeer Singh Brar sued Microsoft Corporation concerning alleged changes to Microsoft products and services, including Azure Portal and Office 365, and alleged that a Microsoft employee removed identifying information from his Azure Portal profile. Brar asserted First and Fifth Amendment theories and appeared also to allege breach of contract or warranty. He claimed damages of either \$44 million or \$25 million, but alleged no facts plausibly supporting damages exceeding \$75,000.

PROCEDURAL HISTORY

Plaintiff filed the complaint on May 5, 2025, and applied to proceed in forma pauperis. After the court ordered plaintiff to show cause regarding subject-matter jurisdiction, plaintiff asserted diversity jurisdiction based on alleged complete diversity and an amount in controversy of either \$44 million or \$25 million. The court found the complaint deficient as to the amount in controversy, constitutional claims, pleading clarity, and signature requirements, but granted leave to amend.

DISPOSITION

other

CASES CITED

- Lopez v. Smith, 203 F.3d 1122, 1126-27, 1129-30 (9th Cir. 2000) (en banc)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555 (2007)
- Balisteri v. Pacifica Police Department, 901 F.2d 696, 699 (9th Cir. 1990)
- Haines v. Kerner, 404 U.S. 519, 520-21 (1972)
- Neitzke v. Williams, 490 U.S. 319, 330 n.9 (1989)
- Doe I v. Wal-Mart Stores, Inc., 572 F.3d 677, 681 (9th Cir. 2009)
- Bruns v. National Credit Union Administration, 122 F.3d 1251, 1257 (9th Cir. 1997)
- Crum v. Circus Circus Enterprises, 231 F.3d 1129, 1131 (9th Cir. 2000)
- Matheson v. Progressive Specialty Insurance Co., 319 F.3d 1089, 1090-91 (9th Cir. 2003)
- Gaus v. Miles, Inc., 980 F.2d 564, 566-67 (9th Cir. 1992)
- Malik v. Malik, No. 2:23-cv-01344-TLN-CKD (PS), 2024 WL 2259154, at *4 (E.D. Cal. May 17, 2024)
- Parker v. U.S. Bank Trust, N.A., No. CV 20-9697-ODW-R AOx, 2020 WL 7479633, at *2 (C.D. Cal. Dec. 18, 2020)
- Manhattan Community Access Corp. v. Halleck, 587 U.S. 802, 808 (2019)
- Florer v. Congregation Pidyon Shevuyim, N.A., 639 F.3d 916, 922 (9th Cir. 2011)
- Morrow v. Target Department Stores, No. 2:11-cv-00785-JCM-CWH, 2012 WL 1931236, at *2 (D. Nev. May 29, 2012)
- Weinstat v. Dentsply International, Inc., 180 Cal. App. 4th 1213, 1227 (2010)
- Keith v. Buchanan, 173 Cal. App. 3d 13, 20 (1985)
- Sanders v. Apple, Inc., 672 F. Supp. 2d 978, 987 (N.D. Cal. 2009)

- Bros. v. Hewlett-Packard Co., No. C-06-02254 RMW, 2007 WL 485979, at *7 (N.D. Cal. Feb. 12, 2007)
- Tietsworth v. Sears, 720 F. Supp. 2d 1123, 1142 (N.D. Cal. 2010)
- American Suzuki Motor Corp. v. Superior Court, 37 Cal. App. 4th 1291, 1296 (1995)
- Minkler v. Apple, Inc., 65 F. Supp. 3d 810, 819 (N.D. Cal. 2014)
- Boland, Inc. v. Rolf C. Hagen (USA) Corp., 685 F. Supp. 2d 1094, 1101 (E.D. Cal. 2010)
- George v. Smith, 507 F.3d 605, 607 (7th Cir. 2007)
- Lacey v. Maricopa County, 693 F.3d 896, 907 n.2 (9th Cir. 2012)

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