

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Sondra Scott and Richard Scott v. Albertsons Companies, Inc., et al.

Scott v. Albertsons · No. 2:25-cv-07007-MEMF-SP · Decided August 20, 2025

SUMMARY

The United States District Court for the Central District of California granted Plaintiffs' ex parte application to remand the personal injury action to Los Angeles County Superior Court. The court held that removal was improper because the removing defendant failed to obtain or establish consent from all required defendants, including parties who had agreed in principle to settlements but had not been formally settled out of the case.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Maame Ewusi-Mensah Frimpong
JURISDICTION	United States District Court for the Central District of California
DECIDED	August 20, 2025
DOCKET	2:25-cv-07007-MEMF-SP
DISPOSITION	remanded
PROCEDURAL POSTURE	Defendant Longs Drugs Stores removed a California personal-injury action to federal court on diversity-jurisdiction grounds. Plaintiffs moved ex parte to remand, asserting that removal was defective because all properly joined and served defendants had not consented.
STANDARD OF REVIEW	The district court independently examined whether subject matter jurisdiction existed and whether removal complied with the federal removal statutes.
PRECEDENTIAL VALUE	Unpublished district-court civil-minutes order; precedential status is unknown.

TOPICS

- subject matter jurisdiction
- civil procedure
- negligence
- strict liability
- personal injury

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Chanel, Inc. and Christian Dior Perfumes LLC were nominal parties whose consent to removal was unnecessary because the plaintiffs had agreed in principle to settlement terms with them.
2. Whether removal was improper under the rule of unanimity because Longs failed to obtain or prove the consent of all properly joined and served defendants.
3. Whether the district court should permit Longs an opportunity to cure the alleged consent defect.

HOLDINGS

1. Defendants who have only agreed in principle to settlement, without binding written agreements, released claims, or completed payment, are not nominal parties for purposes of the rule of unanimity.
2. When an action is removed solely under 28 U.S.C. § 1441(a), all properly joined and served defendants must join in or consent to removal; failure to establish the required consent makes remand proper.
3. A federal district court must independently determine whether subject matter jurisdiction exists and may raise the issue sua sponte at any point in the litigation.

KEY QUOTATIONS

“Federal courts are courts of limited jurisdiction and, as such, “have an independent obligation to determine whether subject matter jurisdiction exists.”” (Civil Minutes — General, page 2)

“When a civil action is removed solely under section 1441(a), all defendants who have been properly joined and served must join in or consent to the removal of the action.” (Civil Minutes — General, page 2)

“The consent of these defendants was therefore necessary for removal, and Longs has not provided proof of any such consent, but rather asserts that the consent is unnecessary.” (Civil Minutes — General, page 2)

FACTUAL BACKGROUND

The underlying action is a personal-injury case involving claims for negligence, strict liability, negligent misrepresentation, fraudulent concealment, fraudulent misrepresentation, and loss of consortium. Plaintiffs had agreed in principle to settlement terms with defendants Chanel, Inc. and Christian Dior Perfumes LLC, but no binding written settlement agreements had been signed, no claims had been released, and no settlement payments had been made. Longs removed the case without providing proof that Chanel and Christian Dior had consented to removal, arguing instead that they were nominal parties because of the proposed settlements.

PROCEDURAL HISTORY

Plaintiffs filed the action in Los Angeles County Superior Court on or about February 25, 2025. Longs removed the case on July 30, 2025, and Plaintiffs moved to remand on August 7, 2025. Longs opposed, Colgate-Palmolive Company filed an amended joinder, and the district court granted the remand application because Longs failed to show consent from all defendants whose consent was required.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The action is remanded to Los Angeles County Superior Court.

CASES CITED

- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994)
- Arbaugh v. Y&H Corp., 546 U.S. 500, 501 (2006)
- Ruhrgas AG v. Marathon Oil Co., 526 U.S. 574, 583 (1999)
- United Computer Sys., Inc. v. AT&T Corp., 298 F.3d 756, 762 (9th Cir. 2002)
- Hewitt v. City of Stanton, 798 F.2d 1230, 1233 (9th Cir. 1986)
- Hartford Fire Ins. Co. v. Harleysville Mut. Ins. Co., 736 F.3d 255, 260 (4th Cir. 2013)
- Mission Power Eng'g Co. v. Cont'l Cas. Co., 883 F. Supp. 488, 490 (C.D. Cal. 1995)

OPINION

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA JS-6 CIVIL MINUTES — GENERAL Case No. _2:25-cv-07007-MEMF-SP Date: August 20, 2025 Title Sondra Scott and Richard Scott v. Albertsons Companies, Inc., et al Present: The Honorable: | Maame Ewusi-Mensah Frimpong Damon Berry N/A Deputy Clerk Court Reporter / Recorder Attorneys Present for Plaintiffs: Attorneys Present for Defendants: N/A N/A Proceedings: Order GRANTING Defendants' Ex Parte Application to Remand Case to Los Angeles Superior Court [ECF No. 10] [JS-6] For the reasons set forth below, the Court GRANTS the Ex Parte Application and REMANDS the case to Los Angeles County Superior Court.

On or about February 25, 2025, Plaintiffs Sondra Scott and Richard Scott ("Plaintiffs") filed this action in Los Angeles County Superior Court. See generally ECF No. 1-4 ("Complaint"). This is a personal injury action in which Plaintiffs seek damages under causes of action for negligence, strict liability, negligent misrepresentation, fraudulent concealment, fraudulent misrepresentation, and loss of consortium.

Jd. On July 30, 2025, Defendant Long Drugs Stores ("Longs") removed the action to this Court. See ECF No. 1 ("NOR"). The NOR specified that Defendants removed the action pursuant to 28 U.S.C. Section 1332 (which grants federal courts jurisdiction over diversity cases), 28 U.S.C. Section 1441 (which generally governs removal), 28 U.S.C. Section 1446 (which describes procedures for removal).

Jd. at 2. On August 7, 2025, Plaintiffs filed an ex parte application to remand this action to Los Angeles Superior Court. See ECF No. 10. Plaintiffs seek remand on an ex parte basis because of

alleged defects on the face of the removal papers and because delay will cause irreparable prejudice to Plaintiff Sondra Scott who is ill. ECF No. 10-1 (“Application”) at 4.

Longs filed its Opposition to the Application on August 12, 2025. ECF No. 12 (“Opposition” or “Opp’n”). Defendant CV-90 (03/15) Civil Minutes — General Page 1 of 3 CIVIL MINUTES – GENERAL Case No. 2:25-cv-07007-MEMF-SP Date: August 20, 2025 Title Sondra Scott and Richard Scott v. Albertsons Companies, Inc., et al Colgate-Palmolive Company (“Colgate”) filed an Amended Joinder to Longs’s Opposition.

ECF No. 15 (“Joinder”). The parties also filed supplemental declarations. ECF Nos. 16, 17. The Court has considered the Application, and has found that Plaintiffs are correct in their assertion that removal was improper on the basis of unanimity.¹ Federal courts are courts of limited jurisdiction and, as such, “have an independent obligation to determine whether subject matter jurisdiction exists.” *Kokkonen v. Guardian Life Ins.*

Co. of Am., 511 U.S. 375, 377 (1994); *Arbaugh v. Y&H Corp.*, 546 U.S. 500, 501 (2006) (citing *Ruhrgas AG v. Marathon Oil Co.*, 526 U.S. 574, 583 (1999)). Lack of subject matter jurisdiction may be raised sua sponte by the district court at any point in the litigation. Fed. R. Civ. P. 12(h)(3); see *Ruhrgas*, 526 U.S. at 583. “When a civil action is removed solely under section 1441(a), all defendants who have been properly joined and served must join in or consent to the removal of the action.” 28 U.S.C. § 1446(b)(2)(A).

However, “the ‘rule of unanimity’ does not apply to ‘nominal, unknown or fraudulently joined parties.’” *United Computer Sys., Inc. v. AT&T Corp.*, 298 F.3d 756, 762 (9th Cir. 2002). In the instant case, Longs contends that because Plaintiffs have settled with Chanel, Inc. (“Chanel”), and Christian Dior Perfumes LLC (“Christian Dior”), “these defendants do not have a real interest in the litigation” and therefore “are nominal defendants, and their joinder or consent is no longer proper pursuant to 28 U.S.C. § 1446 for removal of civil actions pursuant to 28 U.S.C. § 1441.” NOR at 9–10; see Opp’n at 10–11 (arguing that Plaintiffs filed notices of settlement, but otherwise not disputing that the settlements are yet to be finalized); see also Joinder at 2, 4 (arguing that Chanel and Christian Dior are nominal parties because Plaintiffs filed notices of settlement, but otherwise not disputing that the settlements are yet to be finalized).

The Court finds this argument unavailing. For the purposes of necessity of joining in removal, “[a] defendant is a nominal party where his role is limited to that of a stakeholder or depositary.” *Hewitt v. City of Stanton*, 798 F. 2d 1230, 12333 (9th Cir. 1986).

To be “[n]ominal means simply a party having no immediately apparent stake in the litigation either prior or 1 The Court finds it unnecessary to reach the issue of whether Longs’s removal was timely under the Federal Rules of Civil Procedure because the consent issue alone is dispositive, and therefore does not make a determination regarding the timeliness issue at this time.

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA CIVIL MINUTES — GENERAL Case No. _2:25-cv-07007-MEMF-SP Date: August 20, 2025 Title Sondra Scott and Richard Scott v. Albertsons Companies, Inc., et al subsequent to the act of removal.” Hartford Fire Ins. Co. v. Harleysville Mut. Ins. Co., 736 F.3d 255, 260 (4th Cir. 2013).

The Court finds that these two defendants are not nominal parties because they have not been settled out of the case. Plaintiffs have agreed in principle to settlement terms with defendants Chanel and Christian Dior, but there are no binding written agreements signed by any of the parties, no claims have been released yet, and no payment is due or has been rendered.

ECF No. 10-2 (Declaration of Deborah R. Rosenthal) at 3. The consent of these defendants was therefore necessary for removal, and Longs has not provided proof of any such consent, but rather asserts that the consent is unnecessary. NOR at 9-10; see Opp’n at 10-11.

Moreover, neither Longs nor Colgate has provided binding authority that filing of a notice of settlement is sufficient to find a party nominal. See Joinder at 4 (citing a Fifth Circuit caselaw). Therefore, the Court finds that it lacks jurisdiction,” and therefore remand is proper. Longs asks in the alternative for an opportunity to remedy this defect, but it provides no binding authority that compels this Court to grant such a request.

See id. at 11. Conclusion Because Longs has failed to show proof of consent to removal from all defendants, the Court GRANTS the Ex Parte Application and REMANDS the action. IT IS SO ORDERED. Initials of Preparer DBE?

Because the Court lacks jurisdiction, it is unable to evaluate Longs’s remaining arguments in its Opposition, such as whether the Application is procedurally defective or whether Plaintiffs satisfied the requirements under Mission Power Eng’g Co. v. Cont’l Cas. Co., 883 F. Supp. 488, 490 (C.D. Cal. 1995). See Opp’n at 3-8. CV-90 (03/15) Civil Minutes — General Page 3 of 3