

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
OHIO, EASTERN DIVISION

Cristy Li v. Wide Open West, Inc. d/b/a Breezeline, et al.

Civil Action No. 2:25-cv-978 · No. 2:25-cv-978 · Decided December 17, 2025

SUMMARY

The court grants Plaintiff Cristy Li’s motion to proceed in forma pauperis and screens her complaint under 28 U.S.C. § 1915(e)(2). The magistrate judge recommends dismissal without prejudice because the complaint alleges state-law breach-of-contract claims but does not plausibly establish federal-question or diversity jurisdiction. The recommendation concerns a settlement agreement involving pricing for cable and internet services provided by Wide Open West, Inc., doing business as Breezeline.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio, Eastern Division
WRITING FOR THE COURT	Chelsey M. Vascura
JURISDICTION	United States District Court for the Southern District of Ohio, Eastern Division
DECIDED	December 17, 2025
DOCKET	2:25-cv-978
DISPOSITION	other
PROCEDURAL POSTURE	Pro se plaintiff sought leave to proceed in forma pauperis and asserted state-law breach-of-settlement-agreement claims based on diversity jurisdiction. The magistrate judge granted in forma pauperis status and, after screening under 28 U.S.C. § 1915(e)(2), recommended dismissal without prejudice for lack of subject-matter jurisdiction.
STANDARD OF REVIEW	Under 28 U.S.C. § 1915(e)(2), an in forma pauperis complaint must be dismissed sua sponte if it is frivolous, malicious, fails to state a claim, or seeks relief from an immune defendant. The court may also dismiss under Federal Rule of Civil Procedure 12(h)(3) when subject-matter jurisdiction is lacking. Objections to the Report and Recommendation are subject to de novo review by the district judge under 28 U.S.C. § 636(b)(1).

PRECEDENTIAL VALUE	nonprecedential
PARTIES	Cristy Li v. Wide Open West, Inc. d/b/a Breezeline, Cogeco US Enterprise, LLC, et al.

TOPICS

subject matter jurisdiction civil procedure motions to dismiss breach of contract pleadings

PRACTICE AREAS

federal civil procedure subject-matter jurisdiction in forma pauperis screening breach of contract

QUESTIONS PRESENTED

1. Whether the complaint plausibly established federal-question jurisdiction over Li's breach-of-contract claims.
2. Whether the complaint plausibly established diversity jurisdiction under 28 U.S.C. § 1332 by alleging complete diversity of citizenship and an amount in controversy exceeding \$75,000.
3. Whether the action should be dismissed without prejudice under 28 U.S.C. § 1915(e)(2) and Federal Rule of Civil Procedure 12(h)(3) for lack of subject-matter jurisdiction.
4. Whether Li should be granted leave to proceed in forma pauperis under 28 U.S.C. § 1915(a).

HOLDINGS

1. The complaint did not establish federal-question jurisdiction because Li's claims were for breach of a settlement agreement and arose under state contract law rather than federal law or the Constitution.
2. The complaint did not plausibly establish diversity jurisdiction because Li alleged neither the citizenship of the parties nor an amount in controversy exceeding \$75,000.
3. The action should be dismissed without prejudice under 28 U.S.C. § 1915(e)(2) and Federal Rule of Civil Procedure 12(h)(3) for failure to assert a claim within the court's subject-matter jurisdiction.
4. Li's request to proceed in forma pauperis was granted.

KEY QUOTATIONS

“Thus, “a plaintiff seeking diversity jurisdiction [must] set forth the factual basis on which that jurisdiction is predicated.”” (Section II)

“In sum, because Plaintiff has not identified any federal statutory or constitutional provision under which her claims arise, and because Plaintiff has failed to plausibly allege facts upon which this Court could rely to conclude that diversity of citizenship or the amount in controversy is satisfied, the undersigned recommends that the Court dismiss this action without prejudice for failure to assert any claim over which this Court has subject-matter jurisdiction.” (Section II)

FACTUAL BACKGROUND

In 2010, WOW entered a settlement agreement requiring it to correct the name on Li's account and modify pricing to reflect WOW's best advertised pricing for similar services offered to new customers in the Columbus, Ohio area. Li alleged that WOW and its parent company breached the agreement by failing to provide her continuously with their best advertised pricing. She did not allege the parties' citizenship or that the amount in controversy exceeded \$75,000, and she identified no federal-law or constitutional claim.

PROCEDURAL HISTORY

Li previously sued WOW in 2009, and that action was dismissed after the parties entered a 2010 settlement agreement. Li filed this action on August 28, 2025, alleging that defendants breached the settlement agreement by failing to provide continuously their best advertised pricing. The magistrate judge granted leave to proceed in forma pauperis and issued this Report and Recommendation recommending dismissal; the text does not state whether the district judge adopted the recommendation.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The magistrate judge recommended dismissal without prejudice to refiling in state court. Any objections were to be filed within fourteen days, after which the district judge would review disputed portions de novo.

CASES CITED

- Williams v. Cincy Urban Apartments, No. 1:10-cv-153, 2010 WL 883846, at *2 n.1 (S.D. Ohio Mar. 9, 2010)
- Carlock v. Williams, 182 F.3d 916 (6th Cir. 1999) (table)
- Arbaugh v. Y&H Corp., 546 U.S. 500, 501 (2006)
- Caterpillar, Inc. v. Lewis, 519 U.S. 61, 68 (1996)
- Farmer v. Fisher, 386 F. App'x 554, 556 (6th Cir. 2010)
- Kokkonen v. Guardian Life Insurance Co. of America, 511 U.S. 375, 377 (1994)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Marel v. LKS Acquisitions, Inc., 585 F.3d 279, 280 (6th Cir. 2009)
- Thomas v. Arn, 474 U.S. 140 (1985)
- United States v. Walters, 638 F.2d 947 (6th Cir. 1981)

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