UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Le Geng Lin v. Amazon.com, Inc., et al.

Le Geng Lin · No. 2:25-cv-02063-CV (PVCx) · Decided January 23, 2026

SUMMARY

The United States District Court for the Central District of California grants Plaintiff Le Geng Lin's motion to remand a product-liability action against Amazon defendants. The court finds complete diversity but concludes that Defendants failed to establish by a preponderance of the evidence that the amount in controversy exceeds $75,000. The court denies Plaintiff's motion for sanctions and costs under 28 U.S.C. § 1447(c), remands the action to Los Angeles County Superior Court, and closes the federal case.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Cynthia Valenzuela
JURISDICTION	United States District Court for the Central District of California
DECIDED	January 23, 2026
DOCKET	2:25-cv-02063-CV (PVCx)
DISPOSITION	remanded
PROCEDURAL POSTURE	Plaintiff moved to remand a removed diversity action to California state court and separately sought sanctions and costs under 28 U.S.C. § 1447(c).
STANDARD OF REVIEW	The removing party bears the burden of establishing federal jurisdiction and removability; ambiguities are resolved in favor of remand. An award of costs and attorney's fees under 28 U.S.C. § 1447(c) is committed to the district court's discretion, and fees ordinarily are appropriate only when removal lacked an objectively reasonable basis.
PRECEDENTIAL VALUE	unpublished district court opinion; nonprecedential

TOPICS

subject matter jurisdiction · civil procedure · sanctions · costs · products liability

PRACTICE AREAS

federal jurisdiction · removal and remand · product liability · personal injury · sanctions and attorney's fees

QUESTIONS PRESENTED

1. Whether complete diversity existed between Plaintiff and Defendants for purposes of removal.
2. Whether Defendants established by a preponderance of the evidence that the amount in controversy exceeded $75,000 under 28 U.S.C. § 1332(a).
3. Whether Plaintiff was entitled to costs and attorney's fees under 28 U.S.C. § 1447(c) based on allegedly improper removal.

HOLDINGS

1. Defendants established complete diversity because Plaintiff was a California citizen, Amazon.com, Inc. was a citizen of Delaware and Washington, and Amazon.com Services, LLC was a citizen of the states of its members, including Delaware and Washington, rather than California.
2. Remand was required because Defendants failed to establish by a preponderance of the evidence that the amount in controversy exceeded $75,000.
3. Plaintiff was not entitled to sanctions, costs, or attorney's fees under 28 U.S.C. § 1447(c) because Defendants had an objectively reasonable basis for removal, and Plaintiff proceeded pro se.

KEY QUOTATIONS

> *"There is a "strong presumption against removal jurisdiction." The removing party bears the burden of establishing removability, and the Court must "resolve[] all ambiguity in favor of remand to state court.""* (at 2)

> *"The amount in controversy may include damages and attorney's fees where authorized by statute or contract."* (at 3)

> *"Absent unusual circumstances, courts may award attorney's fees under § 1447(c) only where the removing party lacked an objectively reasonable basis for seeking removal."* (at 4)

FACTUAL BACKGROUND

Plaintiff alleged that he suffered permanent blindness after striking his eye on the sharp corner of a bedside table purchased from Amazon.com. He asserted claims based on Defendants' allegedly negligent ownership, maintenance, and supervision of the product and sought various categories of damages without specifying a dollar amount. Defendants removed based on diversity jurisdiction but submitted no evidence quantifying the alleged damages.

PROCEDURAL HISTORY

Plaintiff filed the action in the Superior Court of California, County of Los Angeles. Defendants removed it to the Central District of California under 28 U.S.C. §§ 1332 and 1441. The district court found complete diversity but concluded that Defendants had not shown by a preponderance of the evidence that the amount in controversy exceeded $75,000. The court remanded the action and denied Plaintiff's motion for sanctions and costs.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The action was remanded to the Superior Court of the State of California, County of Los Angeles, Case No. 24NNCV00122. All other pending matters were terminated, deadlines were vacated, and the Clerk was directed to close the federal case.

CASES CITED

- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994)
- Hunter v. Philip Morris USA, 582 F.3d 1039, 1042 (9th Cir. 2009)
- Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992) (per curiam)
- Kantor v. Wellesley Galleries, Ltd., 704 F.2d 1088, 1090 (9th Cir. 1983)
- Hertz Corp. v. Friend, 559 U.S. 77, 92-93 (2010)
- Daimler AG v. Bauman, 571 U.S. 117, 139 n. 20 (2014)
- Carrington Stonemasons, Inc. v. Ford Motor Co., No. 24-CV-00080-BLF, 2024 WL 1745038, at *5 (N.D. Cal. Apr. 22, 2024)
- Johnson v. Columbia Props. Anchorage, LP, 437 F.3d 894, 899 (9th Cir. 2006)
- Dechow v. Gilead Scis., Inc., 358 F. Supp. 3d 1051, 1054 (C.D. Cal. 2019)
- St. Paul Mercury Indem. Co. v. Red Cab Co., 303 U.S. 283, 288-89 (1938)
- Singer v. State Farm Mut. Auto. Ins. Co., 116 F.3d 373, 376 (9th Cir. 1997)
- Kroske v. US Bank Corp., 432 F.3d 976, 980 (9th Cir. 2005)
- Barria v. Dole Food Co., No. CV 09-213-CAS (VBKx), 2009 WL 689903, at *3 (C.D. Cal. Mar. 9, 2009)
- Estrada v. Marriott Int'l Inc., No. CV 19-07869-ABJ (PRx), 2019 WL 6652085, at *2 (C.D. Cal. Dec. 4, 2019)
- Lambertson v. Go Fit, LLC, 918 F. Supp. 2d 1283, 1285 (S.D. Fla. 2013)
- Hermeling v. Eli Lilly & Co., No. 2:09-CV-748-WKW WO, 2010 WL 431262, at *2 (M.D. Ala. Feb. 3, 2010)
- Moore v. CVS Health Corp., No. ED CV 17-888-JGB (DTBx), 2017 WL 2999021, at *2 (C.D. Cal. July 14, 2017)
- Mason v. Home Depot U.S.A., Inc., No. 24-CV-02428-MRA (MAR), 2024 WL 3029500, at *2-3 (C.D. Cal. June 17, 2024)
- Moch v. N & D Restaurants, LLC, No. 8:24-CV-01501-JVS-JDE, 2024 WL 4213587, at *3 (C.D. Cal. Sept. 16, 2024)
- Martin v. Franklin Capital Corp., 546 U.S. 132, 139, 141 (2005)
- Guttman v. Silverberg, 374 F. Supp. 2d 991, 993 (D.N.M. 2005)

- Tempelman v. Colsia, No. CIV. 02-386-JD, 2002 WL 31236395, at *3 (D.N.H. Sept. 26, 2002)
- Kay v. Ehrler, 499 U.S. 432, 435 (1991)

OPINION

1 2 3 JS-6 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF CALIFORNIA 10 LE GENG LIN, 11 Case No. 2:25-cv-02063-CV (PVCx) Plaintiff, 12 ORDER GRANTING PLAINTIFF'S v. MOTION TO REMAND AND 13 DENYING PLAINTIFF'S MOTION 14 AMAZON.COM, INC., et al., F OR SANCTIONS AND COSTS 15 Defendants. [DOC. ## 10, 18, 20, 23] 16 17 18 Before the Court are Plaintiff Le Geng Lin's ("Plaintiff") March 17, 2025 motion 19 to remand this action to state court (Doc. # 10, "Remand Motion"),1 and Plaintiff's April 20 3, 2025 motion for sanctions and costs under 28 U.S.C. § 1447(c) for improper removal 21 (Doc. # 23, "Sanctions Motion").

22 On April 2, 2025, Defendants Amazon.com, Inc. and Amazon.com Services, LLC 23 ("Defendants") filed an opposition to the Remand Motion. Doc. # 21. On April 8, 2025, 24 Defendants filed an opposition to the Sanctions Motion. Doc. # 24. 25 26 27 1 Plaintiff filed three versions of his Remand Motion on March 17 and 18, 2025. See Doc. ## 10, 18, 20.

The Court has reviewed each filing and finds them substantively identical. This Order therefore applies 28 equally to all three motions. 1 On April 2, 2025, Plaintiff filed replies in support of the Remand Motion on April 2 2, 2025 (Doc. # 22) and the Sanctions Motion on April 9, 2025 (Doc. # 25).2 3 I. INTRODUCTION 4 On March 7, 2024, Plaintiff filed this action in the Superior Court of the State of 5 California, County of Los Angeles, Case No. 24NNCV00122.

Doc. # 1-1. Plaintiff alleges 6 he suffered permanent blindness after striking his eye on the sharp corner of a bedside 7 table purchased from Amazon.com. Id. at 6, 14. He claims that Defendants' negligent 8 ownership, maintenance, and supervision of the product caused his injury. Id. 9 Plaintiff seeks general damages, along with compensation for past and future 10 medical expenses, property damages, lost earnings, diminished earning capacity, costs of 11 suit, and other damages.

Id. at 5, 15. The complaint does not assert a specific dollar amount 12 of damages. See generally, id. 13 On March 7, 2025, Defendants removed the case to this Court based on diversity 14 jurisdiction under 28 U.S.C. §§ 1332 and 1441. Doc. # 1. 15 II. LEGAL STANDARD 16 "Federal courts are courts of limited jurisdiction. They possess only that power 17 authorized by Constitution and statute...

It is to be presumed that a cause lies outside this 18 limited jurisdiction... and the burden of establishing the contrary rests upon the party 19 asserting jurisdiction." Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 20 (1994) (internal citations omitted). 21 A defendant may remove a civil action from state court to federal court only if the 22 federal court has original subject matter jurisdiction.

28 U.S.C. § 1441(a). Under 28 U.S.C. [2] The Court acknowledges that Defendants have raised several objections based on procedural deficiencies in Plaintiff's motion and reply briefs. See Doc. ## 12, 26. The Court has considered both Defendants' objections and Plaintiff's responses. Doc. ## 14, 27. Plaintiff is admonished for failing to notice his motions for hearing and for raising new arguments in his reply briefs that were not included in his moving papers.

In light of Plaintiff's pro se status, however, the Court declines to strike Plaintiff's filings and OVERRULES Defendants' objections. § 1332(a), diversity jurisdiction exists where the action is between "citizens of different States," and the amount in controversy "exceeds the sum or value of $75,000, exclusive of interest and costs." There is a "strong presumption against removal jurisdiction." The removing party bears the burden of establishing removability, and the Court must "resolve[] all ambiguity in favor of remand to state court." Hunter v. Philip Morris USA, 582 F.3d 1039, 1042 (9th Cir.

2009) (quoting Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992) (per curiam)); see also Gaus, 980 F.2d at 566 (removal statute "strictly construe[d]" against removal jurisdiction). III. REMAND MOTION Defendants removed this case on the basis of diversity jurisdiction under 28 U.S.C. §§ 1332 and 1441. Doc. # 1. Plaintiff argues that remand is required because the parties are not completely diverse and because Defendants have failed to establish that the amount in controversy exceeds $75,000.

Doc. # 10 at 2–3. The Court concludes that Defendants have met their burden to establish complete diversity, but have not carried their burden to establish the amount in controversy. Remand is therefore required. A. Diversity of the Parties For diversity purposes, a natural person is a citizen of the state in which he is domiciled, meaning the state where he resides with the intent to remain.

Kantor v. Wellesley Galleries, Ltd., 704 F.2d 1088, 1090 (9th Cir. 1983). From his state court complaint and filings in this action, Plaintiff is a resident of Temple City, California, and he does not dispute that he is a citizen of California for jurisdictional purposes. Doc. # 1-1 at 7, 14; see generally, Doc. # 10. The dispute concerns Defendants' citizenship.

A corporation is a citizen of both its state of incorporation and the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1). According to the declaration of Defendants' corporate counsel, Jay Chen, Amazon.com, Inc. is incorporated in Delaware. Doc. # 21-1 at ¶ 4. Plaintiff does not contest that fact. The parties disagree, however, as to Amazon.com, Inc.'s principal place of business.

A corporation's "principal place of business" is its "actual center of direction, control, and coordination." Hertz Corp. v. Friend, 559 U.S. 77, 92–93 (2010). Plaintiff argues that

Amazon.com, Inc. should be treated as a citizen of California because it maintains substantial operations and a significant corporate presence in the state. Doc. # 10 at 2.

But "[a] corporation that operates in many places can scarcely be deemed at home in all of them." Daimler AG v. Bauman, 571 U.S. 117, 139 n. 20 (2014) Here, Defendants have submitted an unrebutted declaration stating that Amazon.com, Inc.'s headquarters and executive officers are located in Washington state. Doc. # 21-1 at ¶¶ 7–8.

The Court finds that this is sufficient to establish Washington as Amazon.com, Inc.'s principal place of business. See Carrington Stonemasons, Inc. v. Ford Motor Co., No. 24-CV-00080-BLF, 2024 WL 1745038, at *5 (N.D. Cal. Apr. 22, 2024). Amazon.com Services, LLC is a limited liability company. Its citizenship therefore depends on the citizenship of each of its members, not its place of formation or principal place of business.

Johnson v. Columbia Props. Anchorage, LP, 437 F.3d 894, 899 (9th Cir. 2006). Defendants' unrebutted declaration states that Amazon.com Sales, Inc.—a Delaware corporation with its principal place of business in Seattle, Washington—is the sole member of Amazon.com Services, LLC. Doc. # 21-1 at ¶¶ 5–8. Plaintiff offers no evidence to the contrary. Plaintiff's reliance on the "resident defendant rule" is misplaced.

See Doc. # 10 at 3. Under 28 U.S.C. § 1441(b)(2), removal is barred only when a defendant is both a citizen of the forum state and properly joined and served at the time of removal. See Dechow v. Gilead Scis., Inc., 358 F. Supp. 3d 1051, 1054 (C.D. Cal. 2019).

Because neither Defendant is a citizen of California for jurisdictional purposes, § 1441(b)(2) does not apply. The Court therefore finds that Defendants have established complete diversity.[3] B. Amount in Controversy Where a plaintiff pleads a specific amount of damages in good faith, that amount generally controls unless it appears to a legal certainty that the claim is for less than $75,000.

St. Paul Mercury Indem. Co. v. Red Cab Co., 303 U.S. 283, 288–89 (1938). When, as here, the complaint does not specify an amount, the removing defendant bears the burden of proving by a preponderance of the evidence that the amount in controversy exceeds $75,000. Singer v. State Farm Mut. Auto. Ins. Co., 116 F.3d 373, 376 (9th Cir. 1997).

The amount in controversy may include damages and attorney's fees where authorized by statute or contract. Kroske v. US Bank Corp., 432 F.3d 976, 980 (9th Cir. 2005). Plaintiff's complaint does not allege a specific dollar amount. See generally Doc. # 1-1. Defendants have submitted no evidence quantifying Plaintiff's damages. Instead, they argue that Plaintiff's allegations of a serious eye injury and his request for multiple categories of damages necessarily place more than $75,000 in controversy.

Doc. # 1 at 4; 16 Doc. # 12 at 3–4. 17 That showing is insufficient. Given the “strong presumption against removal 18 jurisdiction,” the Court may not speculate as to the value of Plaintiff’s claims. Hunter, 582 19 F.3d at 1042; Gaus, 980 F.2d at 566.

Although Plaintiff alleges a serious injury, the 20 complaint provides little detail from which the Court could reasonably infer that the 21 amount in controversy exceeds $75,000. Courts in this district and elsewhere have 22 declined to find the jurisdictional amount satisfied on similar—and even more detailed— 23 24 3 Under 28 U.S.C. § 1441(b)(1), “in determining whether a civil action is removable on the basis of 25 [diversity] jurisdiction... the citizenship of defendants sued under fictitious names shall be disregarded.” Id. Because Plaintiff has not provided “a definite clue about the identity of the fictitious defendant[s],” 26 the Court does not consider the citizenship of the Doe Defendants.

Mason v. Home Depot U.S.A., Inc., 27 No. 24-CV-02428-MRA (MAR), 2024 WL 3029500, at *2–3 (C.D. Cal. June 17, 2024) (citations omitted); Moch v. N & D Restaurants, LLC, No. 8:24-CV-01501-JVS-JDE, 2024 WL 4213587, at *3 28 (C.D. Cal. Sept. 16, 2024) (citations omitted). 1 allegations.4 Defendants have therefore failed to establish, by a preponderance of the 2 evidence, that the amount in controversy requirement of 28 U.S.C. § 1332(a) is met.

3 IV. SANCTIONS MOTION 4 Under 28 U.S.C. § 1447(c), a district court may award costs and actual expenses, 5 “including attorney fees,” incurred as a result of removal. “Absent unusual circumstances, 6 courts may award attorney’s fees under § 1447(c) only where the removing party lacked 7 an objectively reasonable basis for seeking removal.” Martin v. Franklin Capital Corp., 8 546 U.S. 132, 141 (2005).

Ultimately, fee awards under § 1447(c) are “left to the district 9 court’s discretion.” Id. at 139. 10 Here, Defendants’ basis for removal was not objectively unreasonable. Defendants 11 correctly established complete diversity, and Plaintiff’s allegations describe a serious 12 injury. See Section III above.

In addition, Plaintiff appears pro se and is therefore not 13 entitled to recover attorney’s fees under § 1447(c). See Guttman v. Silverberg, 374 F. 14 Supp. 2d 991, 993 (D.N.M. 2005) (“Several courts have declined to award fees under § 15 1447(c) to an attorney acting pro se.”) (citing cases); accord. Tempelman v. Colsia, No. 16 17 18 19 4 See Barria v. Dole Food Co., No. CV 09-213-CAS (VBKx), 2009 WL 689903, at *3 (C.D.

Cal. Mar. 9, 2009) (holding that allegations of sterility and other serious injuries did not overcome the strong 20 presumption against removal or satisfy the defendant’s burden to show an amount in controversy 21 exceeding $75,000); Estrada v. Marriott Int’l Inc., No. CV 19-07869-ABJ (PRx), 2019 WL 6652085, at *2 (C.D. Cal. Dec. 4, 2019) (holding that allegations describing injuries as “extensive” and ongoing, 22 indicating a need for surgery, and alleging past and future wage loss, standing alone, failed to establish that the amount in controversy requirement was satisfied); Lambertson v. Go Fit, LLC, 918 F. Supp. 2d 23 1283, 1285 (S.D.

Fla. 2013) (acknowledging allegations of “serious permanent injuries, including near 24 complete blindness in one eye and partial vision loss in his other eye,” but declining to speculate that such allegations established an amount in controversy exceeding $75,000); Hermeling v. Eli Lilly & Co., 25 No. 2:09-CV-748-WKW WO, 2010 WL 431262, at *2 (M.D. Ala. Feb.

3, 2010) (declining to find that an allegation of a permanent eye injury demonstrated an amount in controversy exceeding $75,000); but 26 see Moore v. CVS Health Corp., No. ED CV 17-888-JGB (DTBx), 2017 WL 2999021, at *2 (C.D. Cal. 27 July 14, 2017) (finding it “reasonably apparent” from the face of the complaint that the amount in controversy requirement was met based on the severity of the alleged injuries and the damages and 28 attorney’s fees sought).

1 || CIV. 02-386-JD, 2002 WL 31236395, at *3 (D.N.H. Sept. 26, 2002); see also, Kay v. 2 || Ehrler, 499 U.S. 432, 435 (1991). 3 Accordingly, Plaintiff's Sanctions Motions is DENIED. 4||V. CONCLUSION 5 For the reasons stated above, Plaintiff's Remand Motion is GRANTED and 6 || Plaintiff's Sanctions Motion is DENIED.

The action is REMANDED to the Superior T Court of the State of California, County of Los Angeles, Case No. 24NNCV00122. All 8 || other pending matters are TERMINATED, all deadlines are VACATED, and the Clerk of 9 || Court is directed to close this case. 10 IT IS SO ORDERED. 12 Dated: 1/23/26 lathio Valoneusla 13 HON. CYNTHIA VALENZUELA 14 UNITED STATES DISTRICT JUDGE 15 16 17 18 19 20 21 22 23 24 25 26 27 28