

**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

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”) 19
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. 23 24 25 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 26 Defendants’ objections and Plaintiff’s responses. Doc. ## 14, 27. Plaintiff is admonished for failing to 27 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 28 filings and OVERRULES Defendants’ objections. 1 § 1332(a), diversity jurisdiction exists where the action is between “citizens of different 2 States,” and the amount in controversy “exceeds the sum or value of \$75,000, exclusive 3 of interest and costs.” 4 There is a “strong presumption against removal jurisdiction.” The removing party 5 bears the burden of establishing removability, and the Court must “resolve[] all ambiguity 6 in favor of remand to state court.” *Hunter v. Philip Morris USA*, 582 F.3d 1039, 1042 (9th 7 Cir.

2009) (quoting *Gaus v. Miles, Inc.*, 980 F.2d 564, 566 (9th Cir. 1992) (per curiam)); 8 see also *Gaus*, 980 F.2d at 566 (removal statute “strictly construe[d]” against removal 9 jurisdiction). 10
III. REMAND MOTION 11 Defendants removed this case on the basis of diversity jurisdiction under 28 U.S.C. 12 §§ 1332 and 1441. Doc. # 1. Plaintiff argues that remand is required because the parties 13 are not completely diverse and because Defendants have failed to establish that the amount 14 in controversy exceeds \$75,000.

Doc. # 10 at 2–3. 15 The Court concludes that Defendants have met their burden to establish complete 16 diversity, but have not carried their burden to establish the amount in controversy. Remand 17 is therefore required. 18 A. Diversity of the Parties 19 For diversity purposes, a natural person is a citizen of the state in which he is 20 domiciled, meaning the state where he resides with the intent to remain.

Kantor v. 21 Wellesley Galleries, Ltd., 704 F.2d 1088, 1090 (9th Cir. 1983). From his state court 22 complaint and filings in this action, Plaintiff is a resident of Temple City, California, and 23 he does not dispute that he is a citizen of California for jurisdictional purposes. Doc. # 1- 24 1 at 7, 14; see generally, Doc. # 10. 25 The dispute concerns Defendants’ citizenship.

A corporation is a citizen of both its 26 state of incorporation and the state where it has its principal place of business. 28 U.S.C. 27 § 1332(c)(1). According to the declaration of Defendants’ corporate counsel, Jay Chen, 28 1 Amazon.com, Inc. is incorporated in Delaware.

Doc. # 21-1 at ¶ 4. Plaintiff does not 2 contest that fact. 3 The parties disagree, however, as to Amazon.com, Inc.’s principal place of 4 business.

A corporation’s “principal place of business” is its “actual center of direction, 5 control, and coordination.” *Hertz Corp. v. Friend*, 559 U.S. 77, 92–93 (2010). Plaintiff 6 argues that Amazon.com, Inc. should be treated as a citizen of California because it 7 maintains substantial operations and a significant corporate presence in the state. Doc. # 8 10 at 2.

But “[a] corporation that operates in many places can scarcely be deemed at home 9 in all of them.” *Daimler AG v. Bauman*, 571 U.S. 117, 139 n. 20 (2014) 10 Here, Defendants have submitted an un rebutted declaration stating that 11 Amazon.com, Inc.’s headquarters and executive officers are located in Washington state. 12 Doc. # 21-1 at ¶¶ 7–8.

The Court finds that this is sufficient to establish Washington as 13 Amazon.com, Inc.’s principal place of business. See *Carrington Stonemasons, Inc. v. Ford 14 Motor Co.*, No. 24-CV-00080-BLF, 2024 WL 1745038, at *5 (N.D. Cal. Apr. 22, 2024). 15 Amazon.com Services, LLC is a limited liability company. Its citizenship therefore 16 depends on the citizenship of each of its members, not its place of formation or principal 17 place of business.

Johnson v. Columbia Props. Anchorage, LP, 437 F.3d 894, 899 (9th 18 Cir. 2006). Defendants’ un rebutted declaration states that Amazon.com Sales, Inc.—a 19 Delaware corporation with its principal place of business in Seattle, Washington—is the 20 sole member of Amazon.com Services, LLC. Doc. # 21-1 at ¶¶ 5–8. Plaintiff offers no 21 evidence to the contrary. 22 Plaintiff’s reliance on the “resident defendant rule” is misplaced.

See Doc. # 10 at 23 3. Under 28 U.S.C. § 1441(b)(2), removal is barred only when a defendant is both a citizen 24 of the forum state and properly joined and served at the time of removal. See *Dechow v. 25 Gilead Scis., Inc.*, 358 F. Supp. 3d 1051, 1054 (C.D. Cal. 2019).

Because neither 26 Defendant is a citizen of California for jurisdictional purposes, § 1441(b)(2) does not 27 apply. 28 1 The Court therefore finds that Defendants have established complete diversity. 3 2 B. Amount in Controversy 3 Where a plaintiff pleads a specific amount of damages in good faith, that amount 4 generally controls unless it appears to a legal certainty that the claim is for less than 5 \$75,000.

St. Paul Mercury Indem. Co. v. Red Cab Co., 303 U.S. 283, 288–89 (1938). 6 When, as here, the complaint does not specify an amount, the removing defendant bears 7 the burden of proving by a preponderance of the evidence that the amount in controversy 8 exceeds \$75,000. *Singer v. State Farm Mut. Auto. Ins. Co.*, 116 F.3d 373, 376 (9th Cir. 9 1997).

The amount in controversy may include damages and attorney’s fees where 10 authorized by statute or contract. *Kroske v. US Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 11 2005). 12 Plaintiff’s

complaint does not allege a specific dollar amount. See generally Doc. # 13 1-1. Defendants have submitted no evidence quantifying Plaintiff's damages. Instead, they 14 argue that Plaintiff's allegations of a serious eye injury and his request for multiple 15 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