

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Doyle v. Optum Services, Inc.

Case No. 25-cv-0575-MMA-KSC (S.D. Cal. May 27, 2025) · No. 25-cv-0575-MMA-KSC · Decided May 27,
2025

OPINION

Doyle v. Optum Services, Inc.

PER CURIAM.

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10 UNITED STATES DISTRICT COURT

11 SOUTHERN DISTRICT OF CALIFORNIA

12 13 ERIN KATHLEEN DOYLE, Case No. 25-cv-0575-MMA-KSC 14 Plaintiff,

ORDER DENYING PLAINTIFF’S

15 v. MOTION TO REMAND

16 OPTUM SERVICES, INC., et al., [Doc. No. 6] 17 Defendants. 18 19 20 21 On April 10, 2025,
Plaintiff Erin Kathleen Doyle (“Plaintiff”) filed a motion to 22 remand this action to the Superior
Court of the State of California, County of San Diego. 23 Doc. No. 6. Defendants Optum
Services, Inc. and UnitedHealth Group, Inc. 24 (collectively, “Defendants”) filed a response in
opposition. Doc. No. 9. On

25 May 14, 2025, the Court found this matter suitable for determination on the papers and
26 without oral argument pursuant to Federal Rule of Civil Procedure 78(b) and Civil Local
27 Rule 7.1.d.1, and took it under submission. Doc. No. 10. For the following reasons, the
28 Court DENIES Plaintiff’s motion to remand.

1 I. BACKGROUND

2 Plaintiff, formerly employed by Defendants between around December 10, 2018, 3 and January
5, 2023, brings this action alleging that Defendants discriminated against her 4 based on her
disability and request for disability-based accommodations. Doc. No. 1-2 5 (“Compl.”) ¶¶ 1, 16,
21, 26. Specifically, Plaintiff alleges that on or around

6 October 31, 2021, she sustained a neck and spine injury for which she requested
7 “ergonomic equipment” from Defendants. Compl. ¶¶ 18, 20. Knowing of her injury and 8
request, Defendants instead—in Plaintiff’s telling—“singled her out by subjecting her to 9
heightened scrutiny and increasingly hostile adverse treatment by . . . accusing her of 10
performance issues.” Id. ¶¶ 20–21. 11 Plaintiff further alleges that on or about August 22, 2022,
she suffered a leg injury 12 resulting in hospitalization and surgery, and for which she took a leave
of absence from 13 her position with Defendants. Id. ¶¶ 22–23. In or around December 2022,
however, 14 Plaintiff claims that she “informed an Optum therapy technician supervisor. . . that

she 15 was ready to resume her regular duties.” Id. ¶¶ 24. Instead, on or around 16 January 5, 2023, she was terminated from her position. Id. ¶¶ 26–27. Plaintiff believes 17 her termination was “due to her perceived or actual disabilities and need or request for 18 accommodation.” Id. ¶ 27. 19 Plaintiff filed her initial complaint in the Superior Court of the State of California, 20 County of San Diego on January 3, 2025, alleging: (1) disability discrimination in 21 violation of California’s Fair Employment and Housing Act (“FEHA”); (2) failure to 22 engage in the interactive process in violation of FEHA; (3) failure to provide reasonable 23 accommodation in violation of FEHA; (4) retaliation for seeking accommodation in 24 violation of FEHA; and (5) wrongful termination in violation of public policy. Compl. 25 ¶¶ 29–91. Defendants removed the action to this Court on March 11, 2025. Doc. No. 1. 26 27 28

1 II. LEGAL STANDARD

2 “Federal courts are courts of limited jurisdiction.” *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994). “They possess only that power authorized by 4 Constitution and statute.” Id. “A federal court is presumed to lack jurisdiction in a 5 particular case unless the contrary affirmatively appears.” *Stock W., Inc. v. Confederated 6 Tribes*, 873 F.2d 1221, 1225 (9th Cir. 1989) (citing *California ex rel. Younger v. Andrus*, 760 F.2d 1247, 1249 (9th Cir. 1979)). The party seeking federal jurisdiction bears the 8 burden of establishing jurisdiction. *Kokkonen*, 511 U.S. at 377 (citing *McNutt v. Gen. 9 Motors Acceptance Corp.*, 298 U.S. 178, 182–83 (1936)). 10 Title 28 of the United States Code, Section 1441(a) provides for removal of a civil 11 action from state to federal court if the case could have originated in federal court. The 12 removal statute is construed strictly against removal, and “[f]ederal jurisdiction must be 13 rejected if there is any doubt as to the right of removal in the first instance.” *Gaus v. 14 Miles, Inc.*, 980 F.2d 564, 566 (9th Cir. 1992) (citing *Libhart v. Santa Monica Dairy Co.*, 592 F.2d 1062, 1064 (9th Cir. 1979)).

16 III. DISCUSSION

17 Defendants assert that the Court has jurisdiction over this case under 18 28 U.S.C. §1332—diversity jurisdiction. Doc. No. 1 at 3.2 Relevant here, Section 1332 19 provides that “[t]he district courts shall have original jurisdiction of all civil actions 20 where the matter in controversy exceeds the sum or value of \$75,000, exclusive of 21 interest and costs, and is between . . . citizens of different states. . .” or between “citizens 22 of a State and citizens or subjects of a foreign state.” 28 U.S.C. § 1332(a)(1)–(2). The 23 parties here do not appear to dispute that they are “citizens of different states” for 24 purposes of diversity jurisdiction. See generally Doc. Nos. 6-1, 9. Having reviewed the 25 pleadings and briefing, the Court sees no reason to find otherwise. Instead, Plaintiff 26 27 28 1 seeks to remand this case to state court on the grounds that that the amount in controversy 2 does not exceed \$75,000. See generally Doc. No. 6-1. 3 Under Section 1332(a), an amount greater than \$75,000 must be in dispute for the 4 Court to exercise jurisdiction over an action. 28 U.S.C. § 1332(a). “Section 1332(a)’s 5 amount-in-controversy requirement excludes only ‘interest and costs’” and therefore 6 “includes attorneys’ fees.” *Guglielmino v.*

McKee Foods Corp., 506 F.3d 696, 700 (9th Cir. 2007). “[W]here it is unclear or ambiguous from the face of a state-court complaint whether the requisite amount in controversy is pled[,]” a removing party must establish by a preponderance of the evidence—that it is more likely than not—that the amount in controversy exceeds \$75,000. *Id.* at 699 (citing *Sanchez v. Monumental Life Ins. Co.*, 110 F.3d 989, 404 (9th Cir. 1996)). When evaluating whether the removing party has met that burden, the Court “consider[s] facts presented in the removal petition as well as any summary-judgment-type evidence relevant to the amount in controversy at the time of removal.” *Matheson v. Progressive Specialty Ins. Co.*, 319 F.3d 1089, 1090–91 (9th Cir. 2003) (internal citations and quotation marks omitted). “Conclusory allegations as to the amount in controversy are insufficient.” *Id.* The parties agree that the complaint is ambiguous as to the amount in controversy. See Doc. No. 6-1 at 5; Doc. No. 9 at 3–4. Defendants must therefore prove that, by a preponderance of the evidence, the amount in controversy is greater than \$75,000. *Guglielmino*, 506 F.3d at 699. Defendant identifies: (1) Plaintiff’s potential economic damages; (2) noneconomic damages; and (3) attorney’s fees, as damages totaling more than \$75,000. Doc. No. 9. Plaintiff disagrees with this assessment for various reasons. Doc. No. 6-1. The parties disagree as to the amount of lost wages Plaintiff seeks in this action. Defendants state in their notice of removal and attached declarations that, at the time of her termination “Plaintiff was a full-time employee earning a rate of \$20.21 per hour.” Doc. No. 1 at 6; Doc. No. 1-4 (“*Strauss Decl.*”) ¶ 7. Therefore, Defendants allege that, between her termination and this case’s removal, Plaintiff’s claim for lost past wages would be “approximately \$84,073.60.” Doc. No. 1 at 6. Presuming that the case is set for trial one year after removal, they calculate Plaintiff’s total lost wages at \$122,876.80, including lost future wages.⁴ *Id.* at 7. Plaintiff, however, argues that “after taking a leave of absence following surgery, Defendants terminated her employment when she attempted to return to work. This means that at the time of her unlawful termination, [Plaintiff] was not employed as a ‘full-time employee.’” Doc. No. 6-1 at 6. Under California law, a backpay award should “give the employee what [they] would have earned with the employer less any net earnings during the time between [their] wrongful discharge and reinstatement.” *Davis v. Los Angeles Unified Sch. Dist.*, 62 Cal. Rptr. 3d 69, 76 (Cal. Ct. App. 2007) (quoting *Lisec v. United Airlines, Inc.*, 11 Cal. Rptr. 2d 689, 692 (Cal. Ct. App. 1992) (internal brackets omitted); see *Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1139–40 (N.D. Cal. 2016) (FEHA). However, “an employer is not liable for backpay during periods that an improperly discharged employee is unavailable for work” *Davis*, 62 Cal. Rptr. 3d at 15 77 (quoting *Canova v. NLRB*, 708 F.2d 1498, 1505 (9th Cir. 1983)). Backpay is calculated from the date of termination through the date of removal. See *Reese v. Daikin Comfort Tech. Distrib., Inc.*, 729 F. Supp. 3d 980, 987 (C.D. Cal. 2024); cf. *Andrade*, 225 F. Supp. 3d at 1140. “Where a trial date is not yet set . . . a year from the date of removal is a conservative estimate for front pay.”

Reese, 729 F. Supp. 3d at 987 (collecting 20 cases). 21 As all parties agree for purposes of the motion, Plaintiff's alleged termination 22 occurred when she attempted to return to work after a leave of absence. Doc. No. 6-1 at 23 6; Doc. No. 9 at 4. Indeed, in her complaint, Plaintiff states that "in or around

24 December 2022, Plaintiff informed an Optum therapy technician supervisor . . . that she 25 26 3 (($\$20.21/\text{hour} \times 40 \text{ hours} \times 4 \text{ weeks} = \$3,233.60/\text{month}$) $\times$ 26 months between termination and 27 removal). Doc. No. 1 at 6. 4 " $(\$3,233.60/\text{month} \times 12 \text{ months ([future wages for] March 12, 2025[,] to March 12, 2026)[)]) + 28 1 ||$ was ready to resume her regular duties." Compl. $\S$ 24. Thus, Plaintiff cannot not allege 2 || that wages in controversy should decrease because she intended to continue her leave— 3 ||she alleges her leave was already over. Additionally, at no point does Plaintiff claim that 4 || during her leave, or prior, she was reassigned or reclassified as a part-time employee, nor 5 || does she contradict the "full-time" hours (40 per week) that Defendants assert with any 6 || other figure or schedule. See generally *id.*; see Doc. No. 6-1 at 6. Instead, the record 7 reflects merely that Plaintiff intended to return to her position as she held it before—to 8 return to her "regular duties." Compl. $\S$ 24. Defendants' evidence and Plaintiff's 9 || pleadings therefore rebut her argument that she was not a full-time employee. 10 Plaintiff makes no other argument to rebut Defendants' assertions and declarations 11 |on this point and filed no reply to Defendants' response in opposition. See Doc. Nos. 6-1 12 ||-6-3. The Court therefore finds that Defendants prove it is more likely than not that the 13 ||amount in controversy is at least the \$84,073.60 figure for lost past wages, based on the 14 || calculations Defendants set forward.^o This exceeds the \$75,000 amount in controversy 15 requirement, and thus jurisdiction is proper.

16 IV. CONCLUSION

17 For these reasons, the Court DENIES Plaintiff's motion to remand. 18 IT IS SO ORDERED. 19 || Dated: May 27, 2025 " hl Ue ~f hike

20 HON. MICHAEL M. ANELLO

1 United States District Judge 22 23 24 25 26 27 28 || Because backpay alone exceeds \$75,000, the Court will not address other damages.