

1 claims for (1) declaratory judgment; (2) breach of contract; (3) fraud; and (4) wrongful
2 foreclosure.

3 II

4 Plaintiff moves for remand to state court, arguing that defendants have offered no
5 proof of their own citizenship or proved that the amount in controversy exceeds \$75,000.
6 Thus, plaintiff argues defendants have not met their burden to prove that diversity
7 jurisdiction is proper.

8 Diversity jurisdiction exists when there is complete diversity between plaintiff and
9 defendants and the amount in controversy exceeds \$75,000. See 28 U.S.C. § 1332(a). It is
10 undisputed that plaintiff is a citizen of Arizona. Defendants allege that JPMorgan Chase is
11 a national banking association with its main office in Ohio, and that U.S. Bank (successor
12 in interest to Bank of America) is a national banking association with its main office in
13 Ohio.¹ A national banking association is a citizen of the state where its main office is
14 located. Wachovia Bank, N.A. v. Schmidt, 546 U.S. 303, 318, 126 S. Ct. 941, 952 (2006).
15 Thus, JPMorgan Chase and U.S. Bank are citizens of Ohio. Next, defendants allege that
16 CRC is a corporation incorporated in California with its principal place of business in
17 California. Thus, CRC is a citizen of California. 28 U.S.C. § 1332(c)(1). Finally,
18 defendants allege that Deborah Brignac resides in and is a citizen of California. Because no
19 defendant is a citizen of Arizona, complete diversity exists.

20 Plaintiff alleges that the entity defendants are actually incorporated in Delaware. But
21 even if this were true, there would still be complete diversity between the parties. Plaintiff
22 also complains that defendants did not offer evidence that proves the citizenship of each
23 defendant. However, nothing in the removal statute requires defendants to submit evidence
24 in conjunction with their notice of removal. See 28 U.S.C. § 1446(a) (requiring a party to
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26 ¹ Defendants note that they mistakenly listed U.S. Bank's headquarters as Minnesota
27 in the notice of removal (doc. 1). They clarify that U.S. Bank is actually headquartered in
28 Ohio, and move for leave to amend their notice of removal. Plaintiff did not respond.
Accordingly, we grant the motion to amend the notice of removal. See LRCiv 7.2(i).

1 sign the notice of removal pursuant to Rule 11, Fed. R. Civ. P. and include "a short and plain
2 statement of the grounds for removal").

3 Next, plaintiff argues that defendants have not shown by a preponderance of the
4 evidence that the amount in controversy exceeds \$75,000. She states that she did not ask for
5 a specific amount of damages in the complaint, and does not yet know the amount. Part of
6 the relief plaintiff seeks, however, is a declaratory judgment that defendants cannot proceed
7 with a non-judicial foreclosure of her home. If granted, this would prevent defendants from
8 foreclosing on a property that they aver is currently worth \$222,000 and for which plaintiff
9 has a principal loan balance of \$536,785.03. Plaintiff has not claimed otherwise. Thus, the
10 value of the object of this litigation - plaintiff's home - easily exceeds \$75,000. See Cohn v.
11 Petsmart, Inc., 281 F.3d 837, 840 (9th Cir. 2002) (noting that it is "well established that the
12 amount in controversy is measured by the value of the object of the litigation") (citation
13 omitted); see also Schultz v. BAC Home Loans Servicing, LP, CV-11-00558-PHX-NVW,
14 2011 WL 1771679, at *1-2 (D. Ariz. May 10, 2011) (amount in controversy met when
15 plaintiff challenged foreclosure on a property valued at \$128,800 with an outstanding
16 principal loan balance of almost \$300,000). Accordingly, we have diversity jurisdiction over
17 this action and removal was proper.

18 III

19 Defendants move to dismiss plaintiff's complaint in its entirety for failure to state a
20 claim. Because plaintiff failed to respond to the motion, we construe the lack of a response
21 as a concession and grant the motion summarily. See LRCiv 7.2(i) ("if the unrepresented
22 party. . . does not serve and file the required answering memoranda. . . such non-compliance
23 may be deemed a consent to the denial or granting of the motion and the Court may dispose
24 of the motion summarily").

25 IV

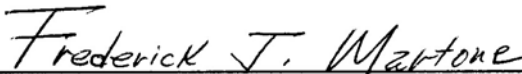
26 **IT IS ORDERED DENYING** plaintiff's objection to removal to federal court (doc.
27 10). **IT IS ORDERED GRANTING** defendants CRC, JPMorgan Chase, and U.S. Bank's
28 motion for leave to amend the notice of removal (doc. 11). **IT IS FURTHER ORDERED**

1 **GRANTING** defendants CRC, JPMorgan Chase, and U.S. Bank's motion to dismiss (doc.
2 15). The action is dismissed against all defendants.

3 The Clerk shall enter judgment.

4 DATED this 16th day of April, 2012.

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Frederick J. Martone
United States District Judge