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cc: order, docket, remand letter to  
Lost Angeles Superior Court, North District,  
Michael D. Antonovich Antelope Valley  
Courthouse, Lancaster No. MC 023945

JS - 6 

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

HASIB SIDDIQUE,	)	Case No. CV 13-00148 DDP (CWx)
	)	
Plaintiff,	)	<b>ORDER GRANTING MOTION TO REMAND</b>
	)	
v.	)	[Dkt. No. 17]
	)	
COUNTRYWIDE BANK FSB; BANK	)	
OF AMERICA, MORTGAGE	)	
ELECTRONIC REGISTRATION	)	
SYSTEMS, INC., ALL PERSONS	)	
UNKNOWN, CLAIMING ANY LEGAL	)	
OR EQUITABLE RIGHT, TITLE	)	
ESTATE, LIEN, OR INTEREST	)	
ADVERSE TO PLAINTIFF'S	)	
TITLE,	)	
	)	
Defendants.	)	
	)	

Plaintiff initially filed his Complaint against Defendants in California state court on December 7, 2012. Plaintiff's Complaint brings various state law claims stemming from Defendants' allegedly unlawful foreclosure on his home. Defendants removed the action to this court on January 9, 2013, on the basis of diversity jurisdiction. Defendants have since filed a Motion to Dismiss the Complaint, while Plaintiff has filed a Motion to Remand Action to State Court. Having reviewed the parties' moving papers, the court finds that it lacks subject matter jurisdiction and therefore

1 remands the case to state court.

2 In a case that has been removed to federal court based on  
3 diversity jurisdiction, the proponent of jurisdiction "has the  
4 burden to prove, by a preponderance of evidence, that removal is  
5 proper." Geographic Expeditions, Inc. v. Estate of Lhotka ex rel.  
6 Lhotka, 599 F.3d 1102, 1106-07 (9th Cir. 2010). There is a "strong  
7 presumption against removal jurisdiction," and federal jurisdiction  
8 "must be rejected if there is any doubt as to the right of removal  
9 in the first instance." Gaus v. Miles, Inc., 980 F.2d 564, 566  
10 (9th Cir. 1992) (internal quotation marks omitted).

11 For diversity jurisdiction, the amount in controversy must  
12 exceed "the sum or value of \$75,000, exclusive of interest and  
13 costs." 28 U.S.C. § 1332(a)(1). "Where the complaint does not  
14 demand a dollar amount, the removing defendant bears the burden of  
15 proving by a preponderance of the evidence that the amount in  
16 controversy exceeds [\$75,000]." Singer v. State Farm Mut. Auto.  
17 Ins. Co., 116 F.3d 373, 376 (9th Cir. 1997).

18 Here, Plaintiff seeks "damages and other relief according to  
19 proof," as well as cancellation or reformation of the note and deed  
20 of trust. (Compl. ¶7.) Accordingly, it is not clear on the face  
21 of the Complaint that the amount in controversy is \$75,000 or more.  
22 Defendants allege in the Notice of Removal, however, that the value  
23 of the loan was \$317,011. (¶¶ 12- 13.) Defendants suggest that  
24 this loan amount is indicative of the value of the property, which  
25 it asserts is relevant to determining the amount in controversy.  
26 (Id. ¶ 12.)

27 First, having reviewed Plaintiff's Complaint, the court sees  
28 no specific allegations as to damages or penalties suggesting that

1 the amount in controversy is \$75,000 or more. Second, it is true  
2 that "[i]n a suit to quiet title, the amount in controversy is the  
3 value of the subject property." McLaughlin v. Mortgage Elec.  
4 Registration Sys. Inc., No. CV-11-1864, 2012 WL 1520123, at \*2 (D.  
5 Ariz. May 1, 2012) (citing Chapman v. Deutsche Bank Nat. Trust Co.,  
6 651 F.3d 1039, 1045 n.2 (9th Cir. 2011)). However, at least one  
7 district court in this Circuit has concluded that "[t]he amount of  
8 the promissory note simply does not establish the value of the  
9 underlying property." McLaughlin, 2012 WL 1520123, at \*2. As that  
10 court explained: "Sadly for homeowners and the economy, one no  
11 longer reasonably can presume that the amount of a mortgage loan  
12 equals or is less than the value of the property securing it." Id.  
13 This court agrees. Further, although Plaintiff does seek to vacate  
14 the deed of trust, which secures the promissory note, Plaintiff  
15 does not request as relief rescission of the actual loan. Nor  
16 could he, as Plaintiff clearly "owes someone money" on the  
17 promissory note. Id.

18 Because Defendants fail to establish by a preponderance of  
19 evidence that the amount in controversy requirement is met, and the  
20 case presents no federal question, the court concludes that it  
21 lacks subject matter jurisdiction. Removal was therefore improper  
22 and the court hereby GRANTS Plaintiff's Motion to Remand and  
23 REMANDS the entire matter to state court. The court also VACATES  
24 the pending Motion to Dismiss.

25 IT IS SO ORDERED.

26  
27 Dated: August 7, 2013

  
28 DEAN D. PREGERSON  
United States District Judge