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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BRITTNEY DEROSIER,
Plaintiff,
v.
GLOBAL HAWK INSURANCE
COMPANY (RRG),
Defendant.

Case No. [4:16-cv-06069-KAW](#)

**ORDER GRANTING IN PART AND
DENYING IN PART PLAINTIFF'S
MOTION TO REMAND AND FOR
ATTORNEY'S FEES**

Re: Dkt. No. 7

Plaintiff Brittney Derosier filed this case against Defendant Global Hawk Insurance Company (RRG) in Alameda County Superior Court on October 11, 2016. Defendant removed the case to federal court on October 20, 2016. On October 25, 2016, Plaintiff filed a motion to remand the case to state court and requested that she be awarded attorney’s fees. (Pl.’s Mot., Dkt. No. 7.)

Upon review of the moving papers, the Court finds this matter suitable for resolution without oral argument pursuant to Civil Local Rule 7-1(b), and finds that Defendant is a citizen of Vermont and California for diversity purposes. Therefore, Plaintiff’s motion to remand and request for an award of attorney’s fees is GRANTED IN PART AND DENIED IN PART, and the case is remanded to Alameda County Superior Court.

I. LEGAL STANDARD

District courts have jurisdiction in civil actions where there is complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs. 28 U.S.C. § 1332(a). There is a “strong presumption against removal jurisdiction.” *Gaus v. Miles, Inc.*, 980 F.2d 564, 566 (9th Cir.1992). This principle dictates that the removal statute be “strictly construed against removal jurisdiction.” *Id.*

1 **A. Motion to Remand**

2 In opposition, Defendant argues that it is only a citizen of Vermont, where it is
3 incorporated, and that it transacts its business through a management general agency agreement
4 with Global Century Insurance Brokers, Inc., which is located in Vermont. (Def.’s Opp’n, Dkt.
5 No. 11; Def.’s Suppl. Br., Dkt. No. 14 at 2.)

6 In support of the motion to remand, Plaintiff, however, provided ample evidence to
7 establish that Defendant’s principal place of business is located in Livermore, California. First,
8 Defendant’s website lists its address for contact purposes as 2575 Collier Canyon Road,
9 Livermore, California 94551 and provides two phone numbers with (925) area codes—the area
10 code in which Livermore, California is located. (Decl. of Donald P. Bingham, “Bingham Decl.,”
11 Dkt. No. 7-1 ¶¶ 11-12, Ex. C.) Second, Jasbir Singh Thandi is Global Hawk’s CEO, President,
12 and Founder. (Bingham Decl. ¶ 12.) A search of Thandi on the California Insurance
13 Commissioner’s website for licensing information produced a record pertaining to Thandi, which
14 stated that he is doing business as Thandi Insurance Brokerage at the same Livermore, California
15 business address as Global Hawk. (Bingham Decl. ¶ 13, Ex. D.) Third, an application for
16 Commercial Vehicle Liability Insurance from Defendant’s website provided, on page four, states
17 that “Applicant agrees upon approval of the application, the Company will bind coverage at the
18 home office in Alameda County.” (Bingham Decl. ¶ 14, Ex. E at 4.) While no single piece of
19 evidence is determinative, taken together, it appears that Global Hawk’s principal place of
20 business is located in Livermore, California, as their home office is there, the two officers are
21 California residents, and the insurance policies are bound there.

22 In light of this information, and Defendant’s failure to acknowledge, let alone rebut, the
23 evidence in its opposition, the Court ordered Defendant to file a supplemental brief “addressing
24 where its principal place of business is located, which shall include where the corporate
25 headquarters is located, where the board and high level officers are located, where decisions are
26 made, and where the employees are located.” (Dkt. No. 13.) Defendant’s supplemental brief,
27 however, was nonresponsive. Nowhere did Defendant affirmatively state where its principal place
28 of business was located, and instead claimed that while the two officers are residents of California,

1 “the functions they perform are directed to Vermont and transpire and occur in Vermont.” (Def.’s
2 Suppl. Br. at 2.) Furthermore, the fact that shareholder meetings occur via telephone on calls that
3 originate in Vermont is certainly not dispositive, particularly when the implication is that the two
4 officers are located in California. (*See* Decl. of Sandeep S. Sahota, Dkt. No. 14 ¶ 5.) Also, that an
5 annual board of directors meeting, at which a quorum of directors must be physically present in
6 Vermont, is similarly not determinative of a principal place of business. *Id.* at ¶ 6. Indeed, the
7 Supreme Court has found that a “headquarters” where a corporation holds its board meetings, and
8 which requires directors and officers to travel for the occasion, is not the principal place of
9 business when the nerve center is elsewhere. *Hertz*, 559 U.S. at 93.

10 In light of the foregoing, Defendant has failed to meet its burden to show that its principal
11 place of business is not in Livermore, California. *See Hertz*, 559 U.S. at 96. Therefore, Defendant
12 is a resident of California for diversity purposes. Under the forum defendant rule, “a civil action
13 otherwise removable solely on the basis of [diversity jurisdiction] may not be removed if any of
14 the parties in interest properly joined and served as defendants is a citizen of the State in which
15 such action is brought.” 28 U.S.C. § 1441(b). Thus, the forum defendant rule applies, and the
16 action is not removable on the basis of diversity jurisdiction. *See* 28 U.S.C. § 1441(b).

17 **B. Request for Attorney’s Fees**

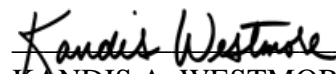
18 While Defendant could not satisfy its burden to establish diversity of citizenship, the Court
19 declines to award attorney’s fees on remand. Accordingly, Plaintiff’s request for attorney’s fees is
20 DENIED.

21 **III. CONCLUSION**

22 For the reasons set forth above, Plaintiff’s motion to remand the case to state court and for
23 attorney’s fees is GRANTED IN PART AND DENIED IN PART. Specifically, the request to
24 REMAND is granted, and the case is remanded to Alameda County Superior Court. The request
25 for attorney’s fees is DENIED.

26 IT IS SO ORDERED.

27 Dated: November 23, 2016

28 
KANDIS A. WESTMORE
United States Magistrate Judge