

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

**Vitalina Montes-Mendoza v. General Motors LLC, a Delaware
Limited Liability Company; and Does 1-10, inclusive**

Vitalina Montes-Mendoza v. General Motors LLC, Case No. 5:25-cv-02690-SPG-DTB (C.D. Cal. Jan. 13,
2026) · No. 5:25-cv-02690-SPG-DTB · Decided January 13, 2026

OPINION

VITALINA MONTES-MENDOZA v. GENERAL MOTORS LLC, a Delaware Limited Liability
Company; and DOES 1-10, inclusive
PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 VITALINA MONTES-MENDOZA, Case No. 5:25-cv-02690-SPG-DTB 11 an individual,
ORDER DENYING MOTION TO 12 Plaintiff, REMAND CASE TO LOS ANGELES

13 SUPERIOR COURT [ECF NO. 13]

v. 14 GENERAL MOTORS LLC, a Delaware 15 Limited Liability Company; and 16 DOES 1-10,
inclusive, 17 Defendants. 18 19 Before the Court is the Motion to Remand, (ECF No. 13
("Motion")), filed by 20 Plaintiff Vitalina Montes-Mendoza ("Plaintiff"). The Court has read and
considered the 21 Motion and concluded that it is suitable for decision without oral argument. See
Fed. R. 22 Civ. P. 78(b); C.D. Cal. L.R. 7-15. Having considered the parties' submissions, the 23
relevant law, and the record in this case, the Court DENIES the Motion.

24 I. BACKGROUND

25 On or around November 2, 2023, Plaintiff purchased a 2021 Chevrolet Silverado 26 1500, VIN
3GCUYDETXMG148419 (the "Vehicle"), manufactured and sold by 27 Defendant General
Motors LLC ("Defendant"). (ECF No. 1-1 ("Compl.") ¶¶ 6, 9). When 28 Plaintiff purchased the
Vehicle, she received express written warranties that provided, in 1 the event a nonconformity
developed during the warranty period, Plaintiff could deliver 2 the Vehicle to Defendant's
authorized service facilities for repair. (Id. ¶ 11). According 3 to Plaintiff, during the warranty
period, the Vehicle developed "engine and differential 4 defects" that impaired its use, value, and
safety. (Id. ¶ 12). Plaintiff alleges she delivered 5 the Vehicle to Defendant, which failed to repair
the Vehicle after a reasonable number of 6 opportunities to do so. (Id. ¶¶ 13–14). Plaintiff asserts
that, in light of the nonconformities, 7 she justifiably revoked acceptance of the Vehicle and
exercised her right to cancel the 8 contract. (Id. ¶ 23). 9 Plaintiff brings claims under California's
Song-Beverly Consumer Warranty Act 10 ("Song-Beverly Act"), the federal Magnuson-Moss

Warranty Act (“MMWA”), 11 California’s Uniform Commercial Code (“UCC”), and California’s Consumer Legal 12 Remedies Act (“CLRA”). See (id.). As relief, Plaintiff seeks actual damages, restitution, 13 civil penalties, remedies authorized by California Commercial Code §§ 2711–2713, and 14 attorney’s fees. (Id. at Prayer). 15 Plaintiff initiated this action in Los Angeles County Superior Court on May 6, 2025. 16 See (id.). Defendant filed an answer on July 22, 2025. (ECF No. 1-2). Defendant removed 17 the action to this Court on October 14, 2025. (ECF No. 1 (“NOR”)). Plaintiff filed the 18 Motion on November 13, 2025. (Mot.) Defendant filed an opposition on December 16, 19 2025. (ECF No. 14 (“Opp.”)).

20 II. LEGAL STANDARD

21 Federal courts are courts of limited jurisdiction, having subject-matter jurisdiction 22 only over matters authorized by the Constitution and Congress. *Kokkonen v. Guardian 23 Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994). A defendant may remove a civil action 24 filed in state court to federal court if the federal court would have had original jurisdiction 25 over the suit. 28 U.S.C. § 1441(a). Federal courts have original jurisdiction where an 26 action arises under federal law, 28 U.S.C. § 1331, or where each plaintiff’s citizenship is 27 diverse from each defendant’s citizenship and the amount in controversy exceeds \$75,000, 28 exclusive of interest and costs, 28 U.S.C. § 1332(a). 1 There is a “strong presumption” against removal jurisdiction, and “[f]ederal 2 jurisdiction must be rejected if there is any doubt as to the right of removal in the first 3 instance.” *Gaus v. Miles, Inc.*, 980 F.2d 564, 566 (9th Cir. 1992) (citation omitted). “The 4 removal statute is strictly construed, and any doubt about the right of removal requires 5 resolution in favor of remand.” *Moore-Thomas v. Alaska Airlines, Inc.*, 553 F.3d 1241, 6 1244 (9th Cir. 2009). The removing party bears the burden of establishing federal subject- 7 matter jurisdiction. *Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1195 (9th Cir. 1988).

8 III. DISCUSSION

9 According to Plaintiff, the Court lacks diversity jurisdiction over the action because 10 the Notice of Removal failed to establish that the amount-in-controversy is greater than 11 \$75,000. (Mot. at 11). Plaintiff has not contested that the parties are diverse. See generally 12 (id.). 13 A. Amount in Controversy 14 Where a plaintiff contests removal, the defendant bears the burden to “show the 15 amount in controversy by a preponderance of the evidence,” *Jauregui v. Roadrunner 16 Transp. Servs., Inc.*, 28 F.4th 989, 994 (9th Cir. 2022), meaning that it is “more likely than 17 not that the amount in controversy” exceeds the jurisdictional threshold, *Sanchez v. 18 Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996) (internal quotation marks 19 omitted). “The amount in controversy is simply an estimate of the total amount in dispute, 20 not a prospective assessment of defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*, 21 627 F.3d 395, 400 (9th Cir. 2010). As such, the defendant “need not present evidence of 22 what its ultimate liability will be” and may rely on “a chain of reasoning that includes 23 assumptions to calculate the amount in controversy.” *Perez v. Rose Hills Co.*, 131 F.4th 24 804, 808 (9th Cir. 2025) (internal quotation marks and citation omitted). When assessing 25 the amount in

controversy, a court “may consider [the] allegations in the complaint and in 26 the notice of removal, as well as [relevant] summary-judgment-type evidence.” *Chavez v. 27 JP Morgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir. 2018). 28 1 The Notice of Removal estimates the purchase price for the vehicle is \$80,955.28. 2 (NOR at 5). Through its preliminary investigation, Defendant estimated \$6,231.39 in total 3 deductions under the Song-Beverly Act based on mileage offset, third-party service 4 contracts, manufacturer’s rebate, and negative equity, with the calculation of actual 5 damages being \$74,732.89. (Id.). Defendant also sought to include both civil penalties 6 and attorney’s fees in the calculation of the amount-in-controversy. (Id. at 6). The Notice 7 of Removal therefore plausibly alleges that the amount in controversy is greater than 8 \$75,000. E.g. *Reynoso v. Gen. Motors LLC*, No. 2:25-cv-08412-AJR, 2025 WL 3089964, 9 at *7 (C.D. Cal. Nov. 5, 2025) (finding that defendant’s notice of removal plausibly alleged 10 the amount in controversy based on the subject vehicle’s purchase price, civil penalties, 11 and estimate of attorney’s fees in similar litigation). 12 In her Motion, Plaintiff argues that the estimate of the vehicle’s value is speculative, 13 and that Defendant has ignored the statutory mileage offset. (Mot. at 12–14). Plaintiff also 14 argues that Defendant cannot include civil penalties in the calculation because it has not 15 shown that such penalties are anything more than conjectural. (Id. at 15–16). In addition, 16 Plaintiff argues that Defendant’s assertion that attorney’s fees up to this point are more 17 than \$5,000 is too speculative to establish jurisdiction. (Id. at 18). However, a Notice of 18 Removal pursuant to 28 U.S.C. § 1441(a) requires “only a plausible allegation that the 19 amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin 20 Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014). Evidence establishing the amount 21 in controversy by a preponderance of the evidence is required “only when the plaintiff 22 contests, or the court questions, the defendant’s allegation.” Id. The Court thus turns to 23 the evidence presented in Defendant’s opposition to Plaintiff’s remand motion to determine 24 whether, by a preponderance of the evidence, Defendant’s asserted calculation of actual 25 damages, civil penalties, and attorney’s fees exceeds \$75,000. 26 1. Actual Damages 27 The Court first finds that Defendant established the amount of actual damages sought 28 in the Complaint by a preponderance of the evidence. Defendant’s estimate of the purchase 1 price of the vehicle is based on the sales agreement provided by Plaintiff, which shows that 2 the total sale price was \$80,955.28. (ECF No. 14-1 (“Fitch Decl.”) ¶ 2); (ECF No. 14-2, 3 Ex. A). After deducting the mileage offset of \$4,021.26, other statutory offsets of \$6,990, 4 and an estimated \$30,988.91 in unpaid loan financing, Defendant contends that the actual 5 damages are approximately \$38,995.11. (Opp. at 11–12). Defendant also explains that the 6 statutory offsets are calculated based on the Plaintiff’s total alleged use of the Vehicle of 7 8,350 miles and the remaining balance on Plaintiff’s loan. See (Opp. at 11); (ECF No. 14- 8 2, Ex. A); (ECF No. 14-3, Ex. B). Although Plaintiff asserts that Defendant has not 9 addressed the mileage offset, (Mot. at 14), it appears to the Court that Defendant has 10 specifically addressed this. See (NOR at 9); (Opp. at 11). Because Defendant’s estimates 11 of the purchase price and offsets are based in actual data about Plaintiff’s

vehicle and 12 Plaintiff's loan payment history, it appears to the Court that Defendant's "reasoning and 13 underlying assumptions are reasonable." Jauregui, 28 F.4th at 993. Thus, the actual 14 damages at issue in this case are approximately \$38,995.11. As this is insufficient to meet 15 the \$75,000 amount in controversy threshold set forth in 28 U.S.C. § 1332(a), the Court 16 turns to whether possible civil penalties and attorney's fees should also be considered in 17 determining the amount in controversy. 18

2. Civil Penalties 19 The parties disagree whether the maximum civil penalty available under the Song- 20 Beverly Act should be considered as part of the amount in controversy. 21 Several district courts in this Circuit have concluded that civil penalties are properly 22 included in calculating the amount-in-controversy under the MMWA "when the plaintiff 23 alleges that the defendant acted willfully and requests the full penalty in the complaint." 24 *Amavizca v. Nissan N. Am., Inc.*, No. 22-cv-02256-JAK-KK, 2023 WL 3020489, at *6 25 (C.D. Cal. Apr. 19, 2023) (citing cases); e.g. *Lazorosas v. Mercedes-Benz USA, LLC*, 26 No. 8:24-cv-01161-JWH-DFM, 2025 WL 40483, at *2 (C.D. Cal. Jan. 7, 2025) ("Courts 27 routinely include civil penalties when calculating the amount-in-controversy for 28 Magnuson-Moss purposes."); see also *Brady v. Mercedes-Benz USA, Inc.*, 1 243 F. Supp. 2d 1004, 1009 (N.D. Cal. 2002) (holding that Song-Beverly Act's civil 2 penalties should be included in amount in controversy requirement for diversity 3 jurisdiction). 4 Where, as here, Plaintiff alleges that Defendant acted willfully and seeks "a civil 5 penalty in the amount of two times Plaintiff's actual damages pursuant to Civil Code 6 section 1794(c)," (Compl. ¶¶ 17, 24, 28, Prayer), the civil penalty in the amount of two 7 times the estimated actual damages is appropriate to include as part of the amount in 8 controversy. This brings the total damages to \$116,985.33, which is sufficient to meet the 9 amount in controversy jurisdictional threshold, and the Court does not need to decide 10 whether the amount of anticipated attorney's fees is adequately supported.1 11 Plaintiff attempts to exclude civil penalties in the calculation by imposing an 12 evidentiary burden on Defendant, arguing that Defendant is required to provide evidence 13 of willfulness to support an award of civil damages. (Mot. at 16). However, courts in this 14 district have rejected that exact argument, recognizing that "[i]t would be absurd to suggest 15 a defendant must offer evidence showing it willfully failed to comply with the Song- 16 Beverly Act." *Brooks v. Ford Motor Co.*, No. 20-cv-302-DSF-KK, 2020 WL 2731830, at 17 *2 (C.D. Cal. May 26, 2020); *Solis v. Nissan N. Am. Inc.*, No. 24-cv-00728-MWF-E, 18 2024 WL 1311275, at *4 (C.D. Cal. Mar. 27, 2024) (same). Defendant is not required to 19 prove the case against itself. That Plaintiff alleged Defendant acted willfully and sought 20 civil penalties as a remedy in the Complaint permits the Court to include the civil penalty 21 in the amount in controversy calculation. 22 23 24 25 26 1

The Court notes, however, that the Ninth Circuit has made clear that attorney's fees "may be included in the amount in controversy" under the MMWA where, as here, they are 27 available under state law. *Shoner v. Carrier Corp.*, 30 F.4th 1144, 1148 (2022; see Cal. 28 Civ. Code § 1794(e)(1).

1 CONCLUSION

2 For the foregoing reasons, the Court DENIES the Motion to Remand. 3 IT IS SO ORDERED. 4
5 ||DATED: January 13, 2026 Spe - ‘ : ;
7 UNITED STATES DISTRICT JUDGE
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

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