

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

Maria Martinez, et al. v. General Motors LLC, et al.

Martinez · No. 2:25-cv-07341-HDV-AS · Decided November 5, 2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 Case No. 2:25-cv-07341-HDV-AS 11 MARIA MARTINEZ, et al., 12
Plaintiffs, ORDER DENYING PLAINTIFFS’ 13 v. MOTION TO REMAND AND FOR
ATTORNEY’S FEES [13] 14 15 GENERAL MOTORS LLC, et al. 16 Defendants. 17 18 19 20
21 22 23 24 25 26 27 28 1 I. INTRODUCTION 2 This lemon law action arises out of Plaintiffs
Maria Martinez and Reynaldo Morales 3 Marcos’s purchase of a 2020 Chevrolet Colorado from
STG Auto Group.

Plaintiffs allege that their 4 vehicle experienced “engine and electrical defects” during the
warranty period. 5 Before the Court is Plaintiffs’ Motion to Remand (“Motion”) [Dkt. 13], which
asserts that the 6 removal of this case on August 7, 2025 was untimely. Plaintiffs maintain that
removability was 7 clear from the face of the Complaint filed in Los Angeles Superior Court [Dkt.
1-1], or, in the 8 alternative, as early as July 7, 2025, when Plaintiffs made initial disclosures
including the sales 9 contract and repair records. 10 For the reasons discussed thoroughly in
Chavarin v. General Motors LLC, No. 2:25-cv- 11 06852-HDV-MBK (C.D. Cal. Oct. 29, 2025)
[Dkt. 28] (“Chavarin Order”), the Court concludes that 12 neither the initial Complaint nor the
initial disclosures provided sufficient grounds for triggering the 13 30-day removal clocks under
28 U.S.C. § 1446(b).

Because the removal was therefore timely, the 14 Motion is denied.1 15 II. BACKGROUND 16
Plaintiffs purchased a used 2020 Chevrolet Colorado (the “Vehicle”) in January 2022. 17
Complaint ¶¶ 6, 9. Plaintiffs allege the vehicle was defective and Defendant General Motors failed
18 to fulfill its warranty obligations. Id. ¶¶ 12, 14. 19 Plaintiffs filed a Complaint in Los Angeles
Superior Court on March 18, 2025, alleging 20 claims under the California Song-Beverly
Consumer Warranty Act (“Song-Beverly”) and the federal 21 Magnuson-Moss Warranty Act
(“MMWA”).

Id. ¶¶ 8–44. The Complaint identifies Plaintiffs as 22 residents of Fontana, California, but
provides no further information about domicile or citizenship. 23 Id. ¶ 2. Defendant filed its
Answer on May 6, 2025. Declaration of Michelle Yang in Support of 24 Motion (“Yang Decl.”)
[Dkt. 13-1] ¶ 6. 25 On July 7, 2025, Plaintiffs’ counsel served Defendant’s counsel with its initial
disclosures 26 pursuant to California Code of Civil Procedure section 871.26.

See Declaration of Brady O'Bryan in 27 1 Because the Motion to Remand is denied, Plaintiffs' attendant motion for attorney's fees is also 28 denied. 1 Support of Defendant's Opposition ("O'Bryan Decl.") [Dkt. 16-1] ¶ 2, Ex. A ("Initial Disclosures") 2 [Dkt. 19-2]; Yang Decl. ¶ 7.

The initial disclosures identified the Vehicle's then-current mileage 3 (55,000 miles) and that Plaintiffs were no longer in possession of the Vehicle. Initial Disclosures at 4 2. As part of those July 7 initial disclosures, Plaintiffs' counsel also provided a copy of the 5 Vehicle's sales contract. Yang Decl. ¶ 7, Ex. 2 ("Sales Contract").

The Sales Contract (signed on 6 January 2, 2022) identified Plaintiffs' specific address in Fontana, California. Sales Contract at 1. 7 Finally, the initial disclosures contained various repair records for the Vehicle. O'Bryan Decl. ¶ 2. 8 Defendant removed the case on August 7, 2025, alleging that this Court has diversity 9 jurisdiction. Notice of Removal at 1–5 [Dkt.

1]. Plaintiffs filed the instant Motion on August 29, 10 2025. After full briefing, see Opposition [Dkt. 16]; Reply [Dkt. 18], the Court deemed the matter 11 appropriate for resolution without oral argument and took it under submission. [Dkt. 20]. 12 III. LEGAL STANDARD 13 Generally, a civil action filed in state court may properly be removed if there is federal 14 subject-matter jurisdiction at the time of removal, which exists when the suit arises under federal law 15 or when the parties are diverse and the amount in controversy is over \$75,000.

See 28 U.S.C. 16 §§ 1441 (removal), 1331 (federal question jurisdiction), 1332 (diversity jurisdiction). 17 A notice of removal must be filed within 30 days of the initial pleading or summons if, using 18 a "reasonable amount of intelligence," the grounds for removability can be ascertained from such 19 pleading or summons. 28 U.S.C. § 1446(b)(1); Kuxhausen v. BMW Fin.

Servs. NA, 707 F.3d 1136, 20 1139–40 (9th Cir. 2013). Should the initial pleading not reveal grounds for removal, the notice of 21 removal must be filed within 30 days of the defendant receiving an "amended pleading, motion, 22 order or other paper" which displays removability on its face. 28 U.S.C. § 1446(b)(3) (emphasis 23 added); Harris v. Bankers Life & Cas.

Co., 425 F.3d 689, 694 (9th Cir. 2005). Moreover, the "other 24 paper" under this section must establish that removability is "unequivocally clear and certain." 25 Dietrich v. Boeing Co., 14 F.4th 1089, 1094 (9th Cir. 2021) ("We believe the 'unequivocally clear 26 and certain' test hews to the text of § 1446(b)(3)."). These 30-day time limits, although procedural 27 in nature, are mandatory, and a successful challenge to removal based on a late notice requires 28 remand.

Smith v. Mylan Inc., 761 F.3d 1042, 1045 (9th Cir. 2014). 1 IV. DISCUSSION 2 Plaintiffs make several interdependent arguments in support of remand. Plaintiffs' counsel 3 has raised almost exactly the same arguments in a number of other lemon law cases against General 4 Motors in recent months. This Court first considered and decided the relevant issues in Chavarin v. 5 General Motors LLC, No. 2:25-cv-06852-HDV-MBK (C.D.

Cal. Oct. 29, 2025) [Dkt. 28] 6 (“Chavarin Order”). Plaintiffs’ Motion here fails for the same reasons as in Chavarin. 7 First, Plaintiffs argue that removability was apparent from the initial Complaint based on 8 federal question jurisdiction (given the MMWA claim) and separately on the basis of diversity 9 jurisdiction. Motion at ii, 1, 4–7. Plaintiffs’ argument that removal was apparent from the face of 10 the Complaint given the inclusion of the federal MMWA claim fails because there is federal 11 question jurisdiction under that statute only if the amount in controversy on the MMWA claims is at 12 least \$50,000, and Plaintiffs’ Complaint does not include any allegations as to values that would give 13 Defendant notice that their claims were worth more than this.

Chavarin Order at 4–5 & n.2. 14 Plaintiffs’ diversity-related argument also fails at the Complaint stage, both because there are 15 no facts suggesting that the \$75,000 amount in controversy was met, and because the allegations of 16 Plaintiffs’ California residency do not set forth Plaintiffs’ domicile or citizenship. Id. at 5–6 & n.3. 17 In the alternative, Plaintiffs aver that the initial disclosures provided on July 7, 2025 qualified 18 as an “other paper” under 28 U.S.C. § 1446(b) (3) and triggered the second 30-day removal period, 19 rendering Defendants’ removal untimely.

Motion at 7–8; Reply at 3–4. These disclosures included 20 the Vehicle’s sales contract, several repair orders, and a written disclosure of the current mileage. 21 O’Bryan Decl. ¶ 2; Initial Disclosures at 2. The sales contract revealed that the cash price of the 22 Vehicle and accessories was \$34,534. Sales Contract at 1. It also showed that the total cash price 23 (including collateral charges, theft deterrent devices, sales tax, and a debt cancellation agreement) 24 was \$40,490; that Plaintiffs made a down payment of \$1,000; and that they financed \$40,192, 25 incurring financing charges of \$11,169—for a total cost of \$52,361.

Id. 26 As to the MMWA claim, these initial disclosures did not provide enough information to 27 2 These numbers are rounded to the nearest dollar, which explains why the arithmetic may appear off 28 by a dollar or so. 1 || calculate the market value of the car at the time of the defect, a value that is necessary to calculate 2 || diminished value damages under California Commercial Code section 2713.

Chavarin Order at 7. 3 And as to diversity jurisdiction, the July 7 disclosures offered almost nothing bearing on the 4 | central issue of Plaintiffs’ intention to remain in California, and so do not establish Plaintiffs’ 5 || domicile or citizenship for purposes of making removability “unequivocally clear and certain” under 6 | section 1446(b)(3). Chavarin Order at 8-9 & n.5.

7 Vz CONCLUSION 8 For the foregoing reasons, Defendant’s removal was timely and Plaintiffs’ Motion is denied. 9 10 Dated: November 5, 2025 1] □ } 12 United States District udge 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

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