

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Catalina Suarez v. General Motors LLC, a Delaware Limited
Liability Company, and DOES 1 through 10, inclusive

Suarez v. General Motors LLC · No. 2:25-cv-08177-MEMF-BFM · Decided December 3, 2025

SUMMARY

The United States District Court for the Central District of California denied Catalina Suarez’s motion to remand her Song-Beverly Act and Magnuson-Moss Warranty Act action against General Motors LLC. The court held that the complaint did not make removability apparent on its face, so the thirty-day removal period was not triggered upon service. The court further found that General Motors established by a preponderance of the evidence that the amount in controversy exceeded the applicable federal jurisdictional thresholds.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Maame Ewusi-Mensah Frimpong
JURISDICTION	United States District Court for the Central District of California
DECIDED	December 3, 2025
DOCKET	2:25-cv-08177-MEMF-BFM
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to remand a removed action asserting Song-Beverly Act, implied-warranty, and Magnuson-Moss Warranty Act claims.
STANDARD OF REVIEW	The removing defendant bears the burden of establishing removal jurisdiction. The amount in controversy is evaluated under a preponderance-of-the-evidence standard, while the timeliness of removal under 28 U.S.C. § 1446(b) depends on whether removability was clear from the applicable pleading or later paper.
PRECEDENTIAL VALUE	unpublished district court order; precedential status unknown
PARTIES	Catalina Suarez v. General Motors LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive

TOPICS

subject matter jurisdiction

civil procedure

consumer protection

damages

remedies

PRACTICE AREAS

federal jurisdiction

removal and remand

consumer warranty litigation

civil procedure

QUESTIONS PRESENTED

1. Whether General Motors timely removed the action under 28 U.S.C. § 1446(b), where the initial complaint did not state a specific purchase price or amount in controversy but a later-produced sales agreement supplied that information.
2. Whether the complaint or subsequent sales agreement made federal jurisdiction ascertainable for purposes of the thirty-day removal period.
3. Whether General Motors established by a preponderance of the evidence that the amount in controversy exceeded \$50,000 for Magnuson-Moss jurisdiction and \$75,000 for diversity jurisdiction.

HOLDINGS

1. Removal was timely because the complaint did not clearly establish from its face that the amount in controversy exceeded either the \$50,000 Magnuson-Moss threshold or the \$75,000 diversity threshold. General Motors was not obligated to remove within thirty days after service of the complaint.
2. The sales agreement was an 'other paper' from which General Motors could ascertain that removal was proper, and General Motors was not required to remove before receiving that document.
3. General Motors established by a preponderance of the evidence that the amount in controversy exceeded \$50,000 for Magnuson-Moss jurisdiction and \$75,000 for diversity jurisdiction.

KEY QUOTATIONS

“Notice of removability under § 1446(b) is determined through examination of the four corners of the applicable pleadings, not through subjective knowledge or a duty to make further inquiry.” (II.A)

“To trigger a thirty-day deadline, the Complaint needed to show on its face that \$50,000 was at stake in the action to remove under Magnuson-Moss or \$75,000 under diversity jurisdiction. It did not do so.” (III.A)

“Taken together, Defendant presented detailed calculations of the AIC, which the Court finds more likely than not exceeds \$75,000.” (III.B)

FACTUAL BACKGROUND

Catalina Suarez, a California resident, purchased a 2021 Chevrolet Silverado 1500 in March 2021 and received warranties connected with the purchase. She alleged that the vehicle developed defects and nonconformities, that General Motors was given repair opportunities, and that it failed to repair or replace the vehicle. General Motors later obtained the sales agreement, which reflected a manufacturer’s suggested retail price of \$46,175, and used that information together with claimed offsets, civil penalties, and attorney fees to calculate an amount in controversy exceeding the jurisdictional thresholds.

PROCEDURAL HISTORY

Suarez filed suit in Los Angeles County Superior Court on February 7, 2025, and filed an amended complaint on April 2, 2025. General Motors answered on June 25, 2025, later obtained an invoice reflecting the vehicle's purchase price, and removed the action on August 29, 2025. Suarez moved to remand on September 26, 2025; the district court denied the motion.

DISPOSITION

other

CASES CITED

- Richardson v. United States, 943 F.2d 1107, 1112 (9th Cir. 1991)
- Canela v. Costco Wholesale Corp., 971 F.3d 845, 849 (9th Cir. 2020)
- Adams v. W. Marine Prods., Inc., 958 F.3d 1216, 1221 (9th Cir. 2020)
- Dart Cherokee Basin Operating Co., LLC v. Owens, 574 U.S. 81, 89 (2014)
- Harris v. Bankers Life & Cas. Co., 425 F.3d 689, 692–96 (9th Cir. 2005)
- Geographic Expeditions, Inc. v. Est. of Lhotka ex rel. Lhotka, 599 F.3d 1102, 1006–07 (9th Cir. 2010)
- Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992)
- Kelly v. Fleetwood Enters., Inc., 377 F.3d 1034, 1037–38 (9th Cir. 2004)
- Guglielmino v. McKee Foods Corp., 506 F.3d 696, 699–701 (9th Cir. 2007)
- Sanchez v. Monumental Life Ins. Co., 102 F.3d 398, 404–05 (9th Cir. 1996)
- Dietrich v. Boeing Co., 14 F.4th 1089, 1091 (9th Cir. 2021)
- Kuxhausen v. BMW Fin. Servs. NA LLC, 707 F.3d 1136, 1140–42 (9th Cir. 2013)