

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Raul Gonzales v. Ford Motor Co.

No. 2:25-cv-00523-WLH-JPR (C.D. Cal. Apr. 21, 2025) · No. 2:25-cv-00523-WLH-JPR · Decided April 21, 2025

SUMMARY

The United States District Court for the Central District of California denied Plaintiff Raul Gonzales’s motion to remand his Song-Beverly Act and related consumer-protection action against Ford Motor Co. The court held that complete diversity of citizenship and the amount-in-controversy requirement were satisfied, including based on the vehicle’s cash price, mileage offset, and potential civil penalties. The court also rejected the argument that comity principles permitted discretionary remand and ordered the parties to meet and confer regarding a possible damages cap.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Wesley L. Hsu
JURISDICTION	United States District Court for the Central District of California
DECIDED	April 21, 2025
DOCKET	2:25-cv-00523-WLH-JPR
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to remand a California state-law Song-Beverly Act and related consumer-protection action that Defendant removed based on diversity jurisdiction.
STANDARD OF REVIEW	The removing defendant bears the burden of establishing federal jurisdiction. Removal statutes are strictly construed against removal jurisdiction, and doubts are resolved in favor of remand. When the amount in controversy is unclear from the complaint, the removing defendant must establish by a preponderance of the evidence that the jurisdictional threshold is satisfied.
PRECEDENTIAL VALUE	Nonprecedential district court order; provided metadata lists precedential status as unknown.
PARTIES	Raul Gonzales v. Ford Motor Co.

TOPICS

subject matter jurisdiction

civil procedure

consumer protection

federalism

PRACTICE AREAS

civil procedure

removal and remand

diversity jurisdiction

consumer warranty litigation

consumer protection

QUESTIONS PRESENTED

1. Whether Defendant established complete diversity of citizenship for purposes of 28 U.S.C. § 1332.
2. Whether Defendant established by a preponderance of the evidence that the amount in controversy exceeded \$75,000.
3. Whether comity principles or public-policy concerns authorized the court to decline otherwise-satisfied diversity jurisdiction and remand the case.

HOLDINGS

1. Defendant established by a preponderance of the evidence that Plaintiff was a California citizen, and complete diversity of citizenship therefore existed for purposes of diversity jurisdiction.
2. Defendant established by a preponderance of the evidence that the amount in controversy exceeded \$75,000.
3. A federal court may not remand an action merely because the claims arise under state law or because comity principles favor state-court adjudication when diversity jurisdiction is otherwise satisfied.

KEY QUOTATIONS

“Courts must ‘strictly construe the removal statute against removal jurisdiction,’ and any doubt about the right of removal is resolved in favor of remand.” (2)

“When a court has diversity jurisdiction over a case, exercise of that jurisdiction ‘is not discretionary.’” (9)

“Rather, federal courts ‘have a ‘virtually unflagging obligation . . . to exercise the jurisdiction given them.’” (10)

FACTUAL BACKGROUND

Gonzales purchased a Ford vehicle in California on or about May 23, 2022, under an installment sales contract with a total price of \$97,889.64. He alleged Song-Beverly Act warranty violations, fraudulent concealment, and a Consumers Legal Remedies Act violation based on a defective transmission and unsuccessful repair attempts. The purchase agreement and repair records listed California addresses for Gonzales and the relevant dealership or repair facilities.

PROCEDURAL HISTORY

Plaintiff filed the action in the Los Angeles Superior Court on November 14, 2024. Ford was served on December 20, 2024, and timely removed the action to the Central District of California under 28 U.S.C. § 1446(b). Plaintiff moved to remand on March 18, 2025. The court denied the motion, vacated the scheduled hearing, and ordered the parties to meet and confer regarding a possible damages cap and remand stipulation.

DISPOSITION

other

REMAND INSTRUCTIONS

The motion to remand was denied. The parties were ordered to meet and confer regarding a stipulation and proposed order capping Plaintiff's damages below the jurisdictional threshold and, within 30 days, to file either such a stipulation and proposed order or a joint report explaining the status of a trial.

CASES CITED

- Abrego Abrego v. The Dow Chemical Co., 443 F.3d 676, 682-83 (9th Cir. 2006)
- Gaus v. Miles, Inc., 980 F.2d 564, 566-67 (9th Cir. 1992)
- McNutt v. General Motors Acceptance Corp., 298 U.S. 178, 189 (1936)
- Owen Equipment & Erection Co. v. Kroger, 437 U.S. 365, 373 (1978)
- Munoz v. Small Business Administration, 644 F.2d 1361, 1365 (9th Cir. 1981)
- Kanter v. Warner-Lambert Co., 265 F.3d 853, 857 (9th Cir. 2001)
- Chavez v. JPMorgan Chase & Co., 888 F.3d 413, 414-16 (9th Cir. 2018)
- Gibson v. Chrysler Corp., 261 F.3d 927, 945 (9th Cir. 2001)
- Guglielmino v. McKee Foods Corp., 506 F.3d 696, 699 (9th Cir. 2007)
- St. Paul Mercury Indemnity Co. v. Red Cab Co., 303 U.S. 283, 288-89 (1938)
- Fritsch v. Swift Transportation Co. of Arizona, LLC, 899 F.3d 785, 793 (9th Cir. 2018)
- Jimenez v. General Motors, LLC, 2023 WL 6795274, at *3 (C.D. Cal. Oct. 13, 2023)
- Aceves v. Subaru of America, Inc., 2023 WL 5806144, at *2 (C.D. Cal. Sept. 7, 2023)
- Ghebrendrias v. FCA U.S. LLC, 2021 WL 5003352, at *3 (C.D. Cal. Oct. 28, 2021)
- El-Said v. BMW of North America, LLC, 2020 WL 1187171, at *3 (C.D. Cal. Mar. 11, 2020)
- Luna v. FCA U.S., LLC, 2021 WL 4893567, at *7-*9 (N.D. Cal. Oct. 20, 2021)
- Karapetyan v. Volkswagen Group of America, 2024 WL 3888904, at *2 (C.D. Cal. Aug. 21, 2024)
- Canesco v. Ford Motor Co., 570 F. Supp. 3d 872, 888, 901-03 (S.D. Cal. 2021)
- Alvarado v. FCA U.S., LLC, 2017 WL 2495495, at *4 (C.D. Cal. June 8, 2017)
- Lee v. FCA U.S., LLC, 2016 WL 11516754, at *2 (C.D. Cal. Nov. 7, 2016)
- Messih v. Mercedes-Benz USA, LLC, 2021 WL 2588977, at *4 (N.D. Cal. June 24, 2021)
- Brady v. AutoZone, Inc., 243 F. Supp. 2d 1004, 1010 (N.D. Cal. 2003)
- Ha Nguyen v. BMW of North America, LLC, 2021 WL 2411417, at *5 (S.D. Cal. June 14, 2021)

- *Carnegie-Mellon University v. Cohill*, 484 U.S. 343, 356 (1988)
- *Sorosky v. Burroughs Corp.*, 826 F.2d 794, 805 (9th Cir. 1987)
- *Petropoulos v. FCA U.S., LLC*, 2017 WL 2889303, at *6-*7 (S.D. Cal. July 7, 2017)
- *Colorado River Water Conservation District v. United States*, 424 U.S. 800, 817 (1976)
- *González v. FCA U.S. LLC*, 2020 WL 1444941, at *3 (C.D. Cal. Mar. 24, 2020)
- *Grable & Sons Metal Products, Inc. v. Darue Engineering & Manufacturing*, 545 U.S. 308, 313 (2005)

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 RAUL GONZALES, Case No. 2:25-cv-00523-WLH-JPR 11 Plaintiff, ORDER
RE PLAINTIFF’S MOTION 12 TO REMAND [14] 13 v. 14 FORD MOTOR CO., et al. 15
Defendants. 16 17 18 Before the Court is Plaintiff’s Motion to Remand (the “Motion”). (Mot. to
19 Remand (“Mot.”), Docket No. 14). No party filed a written request for oral argument 20 stating
that an attorney with five years or less of experience would be arguing the 21 matter.

(See Standing Order, Docket No. 7 at 16). Further, pursuant to Federal Rule 22 of Civil Procedure
78 and Local Rule 7-15, the Court finds this matter appropriate for 23 decision without oral
argument. The hearing calendared for May 2, 2025, is 24 VACATED, and the matter taken off
calendar.

For the reasons explained herein, the 25 Court DENIES the Motion. 26 /// 27 /// 28 /// 1 I.
BACKGROUND 2 A. Factual Background 3 Plaintiff Raul Gonzales (“Plaintiff” or “Plaintiff
Gonzales”) brings the present 4 action against Defendant Ford Motor Co. (“Defendant” or
“Defendant Ford”)1 5 alleging (1) breach of implied warranty of merchantability under the Song-
Beverly 6 Act; (2) breach of express warranty under the Song-Beverly Act; (3) fraudulent 7
concealment; and (4) violation of the Consumers Legal Remedies Act, Cal. Civil Code 8 § 1750 et
seq. (see generally Compl., Docket No. 1-3).

9 Plaintiff purchased the vehicle at issue (the “Vehicle”) on or about May 23, 10 2022. (Id. ¶ 5). The
Vehicle was purchased via an installment sales contract (the 11 “Purchase Agreement”) for a total
price of \$97,889.64. (Id.).

The Vehicle was 12 purchased from “Defendant[’s] authorized dealership [(the “Dealership”)]
Galpin 13 Motors Inc in North Hills, California[.]” (Id. ¶ 31). 14 Plaintiff presented the Vehicle to
Defendant for a variety of repairs, including a 15 defective transmission (the “Defective
Transmission”), beginning on May 2, 2023. 16 (Id. ¶¶ 34-35).

The Vehicle was serviced at an authorized service technician to 17 address the Defective
Transmission. (Id. ¶ 35). On May 13, 2023, Plaintiff again 18 brought the vehicle in for servicing
at “a repair facility authorized by Defendant[.]” to 19 address the Defective Transmission. (Id. ¶
36).

On July 23, 2024, Plaintiff “delivered 20 the Vehicle to a repair facility authorized by Defendant[...]... [which] has been in 21 Defendant’s custody for over thirty-six (36) days where it remain[ed] unrepaired.” 22 (Id. ¶ 38). 23 B. Procedural Background 24 Plaintiff initially filed this action in the Los Angeles Superior Court (“LASC”) 25 on November 14, 2024.

(Notice of Removal, Docket No. 1 ¶ 1). Defendant was 26 served on December 20, 2024, and timely removed the action to this Court pursuant to 27 1 Though Plaintiff also brings the action against unnamed Does 1 – 20, the Court only 28 considers Defendant Ford for the purposes of the Motion. 1 28 U.S.C. § 1446(b). (Notice of Removal ¶ 3).

On March 18, 2025, Plaintiff filed the 2 Motion to Remand presently before the Court. (See Mot.). 3 II. DISCUSSION 4 Before the Court is Plaintiff’s Motion to Remand. (Mot., Docket No. 14). 5 Plaintiff failed to file a Reply Brief to Defendant’s Opposition.

For the reasons 6 explained herein, the Court DENIES the Motion. 7 A. Legal Standard 8 A federal court has diversity jurisdiction under 28 U.S.C. § 1332 if the parties to 9 the action are citizens of different states and the amount in controversy exceeds 10 \$75,000. 28 U.S.C. § 1332(a).

The defendant removing the case to federal court bears 11 the burden of establishing the jurisdictional facts. *Abrego Abrego v. The Dow Chem. 12 Co.*, 443 F.3d 676, 682–83 (9th Cir. 2006). Courts must “strictly construe the removal 13 statute against removal jurisdiction,” and any doubt about the right of removal is 14 resolved in favor of remand. See *Gaus v. Miles, Inc.*, 980 F.2d 564, 566–67 (9th Cir.

15 1992) (quoting *McNutt v. Gen. Motors Acceptance Corp.*, 298 U.S. 178, 189 (1936)). 16 The Supreme Court has held that “diversity jurisdiction does not exist unless 17 each defendant is a citizen of a different State from each plaintiff.” *Owen Equip. & 18 Erection Co. v. Kroger*, 437 U.S. 365, 373 (1978) (emphasis in original). “Individuals 19 are citizens of their state of domicile.” *Munoz v. Small Bus.*

Admin., 644 F.2d 1361, 20 1365 (9th Cir. 1981); *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001) 21 (“A person’s domicile is her permanent home, where she resides with the intention to 22 remain or to which she intends to return”). A corporation is a citizen of the state in 23 which it was incorporated and the state where it has its principal place of business.

See 24 28 U.S.C. § 1332(c). 25 “[T]he amount in controversy is determined by the complaint operative at the 26 time of removal and encompasses all relief a court may grant on that complaint if the 27 plaintiff is victorious.” *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 414–15 (9th 28 Cir. 2018). This includes punitive damages and attorneys’ fees. See *Gibson v. 1 Chrysler Corp.*, 261 F.3d 927, 945 (9th Cir.

2001). If the complaint affirmatively 2 demands an amount in controversy greater than \$75,000, the jurisdictional threshold is 3 “presumptively satisfied[,]” and “the sum claimed by the plaintiff controls if the claim 4 is apparently made in good faith” unless “from the face of the pleadings, it is apparent, 5 to a legal certainty, that the plaintiff cannot recover the amount claimed....” 6 *Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 699 (9th Cir.

2007); *St. Paul 7 Mercury Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 288–89 (1938) (emphasis added). 8 In the circumstances where it is “unclear or ambiguous from the face of a state-court 9 complaint whether the requisite amount in controversy is pled, the removing 10 defendant bears the burden of establishing, by a preponderance of the evidence, that 11 the amount in controversy exceeds the jurisdictional threshold.” *Fritsch v. Swift 12 Transportation Co. of Arizona, LLC*, 899 F.3d 785, 793 (9th Cir.

2018) (citation 13 omitted). 14 B. Analysis 15 Plaintiff moves the Court to remand this action because Defendant “failed to 16 meet its burden to demonstrate diversity jurisdiction[.]” (Mot. at 11). Plaintiff raises 17 three arguments.

First, Plaintiff argues that Defendant has not sufficiently alleged 18 Plaintiff’s domicile in California. (Id. at 4-5). Second, Plaintiff argues that the 19 amount in controversy is not met because the potential recovery amounts are too 20 speculative. (Id. at 5-7).

Third, Plaintiff argues that “comity principles weigh heavily 21 in favor of remand” and that the court should “veto removal jurisdiction and remand 22 this matter back to state court, where it began.” (Id. at 8-10).

The Court is 23 unpersuaded by these three arguments and accordingly DENIES the Motion to 24 Remand for the reasons explained below. 25 1. Complete Diversity of Citizenship is Satisfied 26 Plaintiff first argues that Defendant has failed to meet its burden to establish 27 that he is domiciled in California. (Mot. at 4-5). Plaintiff contends that Defendant 28 fails to support the assertion that he is a ““citizen”” of California arguing that “neither 1 the [Purchase Agreement] nor the Complaint contain such evidence or allegations.” 2 (Id. at 5).

3 Defendant counters that “[t]he [Purchase Agreement]... notes Plaintiff’s 4 address as 10452 Fullbright Ave., Chatsworth, CA 91311[,]” and that “every record 5 provided through Plaintiff’s Initial Disclosures indicates a California address for 6 Plaintiff’s residence, and a California address for the dealership or repair facility.” 7 (Opp’n to Mot. at 2-3).

Defendant argues that “a person’s state of domicile continues 8 unless rebutted with sufficient evidence of change” and highlights that “Plaintiff has 9 submitted no evidence regarding non-California residency from his date of purchase 10 in 2022 through 2024, and beyond, including any evidence for repairs at non- 11 California repair facilities.” (Id. at 3).

The Court agrees with Defendant. 12 “Courts in this district have held a party may rely on an address listed in a 13 purchase agreement to meet its burden of establishing an individual’s citizenship.” 14 *Jimenez v. General Motors, LLC*, No. 2:23-cv-06991, 2023 WL 6795274, at *3 (C.D. 15 Cal. Oct. 13, 2023); see also *Aceves v. Subaru of America, Inc.*, No. 2:23-cv-02953, 16 2023 WL 5806144, at *2 (C.D.

Cal. Sept. 7, 2023) (same). This is particularly apt 17 where a plaintiff does not deny California citizenship or submit evidence to the 18 contrary. See, e.g., *Ghebrendrias v. FCA U.S. LLC*, No. 2:21-cv-06492, 2021 WL 19 5003352, at *3 (C.D. Cal. Oct. 28, 2021) (finding California citizenship sufficiently 20 established where purchase agreement and repair order listed a California address, and 21 the plaintiffs did not deny they were California citizens); *El-Said v. BMW of N. Am.*, 22 LLC, 8:19-cv-02426, 2020 WL 1187171, at *3 (C.D.

Cal. Mar. 11, 2020) (same). 23 Here, Defendant submitted sufficient evidence demonstrating by preponderance 24 of the evidence that Plaintiff is a citizen of California for purposes of diversity 25 jurisdiction. First, Defendant submitted the Purchase Agreement, which lists 26 Plaintiff’s address in Chatsworth, CA at the time of purchase in May 2022. (Decl. of 27 Jonathan Won ISO Opp’n to Mot. (“Won Decl.”), Docket No. 15-1 ¶ 4 & Ex. 1 at 28 1 12).² The Purchase Agreement also reflects the Vehicle was purchased from the 2 Dealership located in North Hills, CA.

(Id.). 3 Further, Defendant included two repair records at Big Brand Tire & Service 4 from July 2-3, 2024, and July 13-22, 2024. (Id. ¶ 4 & Ex. 1 at 33-36). These repair 5 records reflect both that the repairs themselves took place in California and that 6 Plaintiff’s address continued to be in California – though now in Porter Ranch, CA. 7 (Id.).

In sum, the evidence submitted by Defendant – including the Purchase 8 Agreement and repair records – reflects that Plaintiff is a citizen of California by a 9 preponderance of the evidence. *Jimenez*, 2023 WL 6795274, at *3; *Aceves*, 2023 WL 10 5806144, at *2. Where Plaintiff does not deny being a California citizen, or submit 11 any evidence to the contrary, the Court is satisfied that complete diversity of 12 citizenship exists.

Ghebrendrias, 2021 WL 5003352, at *3; *El-Said*, 2020 WL 13 1187171, at *3; see also *Luna v. FCA U.S., LLC*, No. 21-cv-01230, 2021 WL 14 4893567, at *7 (N.D. Cal. Oct. 20, 2021) (“By failing to address any of the arguments 15 raised by [Defendant] in its opposition to Plaintiff’s motion for remand, Plaintiff 16 effectively concedes these points”). 17 2.

The Amount in Controversy Is Satisfied 18 Plaintiff next argues that Defendant has not met its burden to demonstrate that 19 the amount in controversy is satisfied. (Mot. at 5-7). Plaintiff contends that the actual 20 damages are “too speculative...” (Id. at 6). Plaintiff also argues that civil penalties 21 and attorney’s fees are too speculative to be considered in the calculation of the 22 amount in controversy.

(Mot. at 5). Plaintiff concludes, therefore, that Defendant 23 “cannot convince the court [sic] by a preponderance of the evidence that the amount in 24 controversy exceeds \$75,000.” (Id. at 7). 25 26 27 2 The Court notes that Exhibit 1 – which encompasses multiple documents – is not paginated in a way that facilitates easy referencing of page numbers.

The Court 28 refers, therefore, to the page number of the PDF. 1 Defendant argues that “the total amount in controversy exceeds \$75,000 2 regardless of whether utilizing the total purchase price, or only payments made to 3 date, and even before adding Plaintiff’s claims for statutory attorneys’ fees or 4 prejudgment interest.” (Opp’n to Mot. at 8).

The Court agrees with Defendant. 5 “Where, as here, it is unclear or ambiguous from the face of the state-court 6 complaint whether the requisite amount in controversy is pled, the removing 7 defendant bears the burden of establishing, by a preponderance of the evidence, that 8 the amount in controversy exceeds the jurisdictional threshold.” *Fritsch v. Swift 9 Transportation Co. of Arizona, LLC*, 899 F.3d 785, 793 (9th Cir.

2018) (citation and 10 quotations omitted). “To meet this standard, the defendant must point to ‘allegations 11 in the complaint and in the notice of removal’ and provide ‘summary-judgment-type 12 evidence relevant to the amount in controversy.’” *Karapetyan v. Volkswagen Grp. of 13 Am.*, No. 2:24-cv-04271, 2024 WL 3888904, at *2 (C.D. Cal. Aug. 21, 2024) (quoting 14 *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir.

2018)). “‘The amount 15 in controversy may include damages (compensatory, punitive or otherwise) and the 16 cost of complying with an injunction, as well as attorneys’ fees awarded under fee 17 shifting statutes.’” *Id.* (quoting *Chavez*, 888 F.3d at 416) (quotations omitted). 18 “[T]he defendant’s showing on the amount in controversy may rely on reasonable 19 assumptions.” *Canesco v. Ford Motor Co.*, 570 F.Supp.3d 872, 888 (S.D.

Cal. 20 2021). 21 Here, Plaintiff seeks “replacement or restitution,” as well as incidental and 22 consequential damages according to proof, civil penalties “not to exceed two times the 23 amount of Plaintiff’s actual damages,” punitive damages, injunctive relief, attorneys’ 24 fees, costs of suit and prejudgment interest. (see Compl. at Prayer for Relief).

The 25 Court begins by assessing the amount of restitution. 26 As a preliminary matter, the parties disagree about the proper calculation of 27 restitution. Plaintiff suggests that his recovery is “limited to the actual payment 28 amount to the seller.” (Mot. at 6). Defendant contends that the total sale price 1 controls, though argues in the alternative that Plaintiff’s actual payments are sufficient 2 to meet the amount in controversy threshold either way.³ (Opp’n to Mot. at 8).

3 Under the Song-Beverly Act, “‘the actual price paid or payable by the buyer 4 [only] includes any paid finance charges.’” *Luna*, 2021 WL 4893567, at *7 (emphasis 5 in original) (quoting *Alvarado v. FCA U.S., LLC*, No. EDCV 17-505 JGB, 2017 WL 6 2495495, at *4 (C.D. Cal. Jun.

8, 2017). While “[c]ourts routinely find that an 7 undisputed Retail Installment Sales Contract can establish actual damages[,]” this 8 should account for actual payments made.

Id. at *7. Where the Court is unable to 9 determine the specific amount paid towards an installment contract, however, district 10 courts find the “total cash price” within such contract appropriate as a substitute. Id.; 11 see also *Messih v. Mercedes-Benz USA, LLC*, 2021 WL 2588977, at *4 (N.D. Cal. 12 Jun. 24, 2021). 13 Here, the total sales price within the Purchase Agreement for the Vehicle is 14 \$97,889.64.

(Won Decl. at 12). Plaintiff does not present evidence to demonstrate the 15 amount paid towards the contract, arguing only in his Motion that the total sales price 16 should not control. (Mot. at 6-7). Accordingly, the Court finds that the total cash 17 price is the most appropriate figure in calculating restitution owed, which is 18 \$82,956.91. (Won Decl. at 12); see, e.g., *Luna*, 2021 WL 4893567, at *8 (relying on 19 the total cash price where the plaintiff failed to submit a reply demonstrating the 20 amount paid under the purchase agreement).

21 This restitution amount must be “‘offset’” based on Plaintiff’s use of the vehicle 22 – calculated as “purchase price multiplied by a fraction constituting miles driven 23 divided by 120,000” – which is then subtracted from the purchase price to get the 24 amount of restitution. *Lee v. FCA U.S., LLC*, No. CV 16-5190, 2016 WL 11516754, 25 3 Defendant presents a hypothetical amount that Plaintiff has paid towards the 26 Vehicle, were he to have made all payments up through April 1, 2025.

Defendant 27 calculated this figure to be \$47,559.90. (Opp’n to Mot. at 8). While the Court appreciates this approach, it is too speculative, as there is no evidence Plaintiff has 28 made payments up through this date. 1 at *2 (C.D. Cal. Nov. 7, 2016). Defendant provided the mileage offset in its 2 opposition to the Motion.⁴ As Plaintiff did not file a Reply, “he does not rebut 3 [Defendant’s] vehicle repair evidence or mileage offset calculations.” *Luna*, 2021 WL 4 4893567, at *8.

5 The first warranty repair for the problem rendering the Vehicle an alleged 6 lemon was at 1,515 miles. (Won Decl. ¶¶ 5-7 & Ex. 3). This results in an offset 7 amount of \$1,047.33 – a figure arrived at by dividing 1,515 miles by 120,000 miles 8 and multiplying that figure by \$82,956.91. Subtracting the offset amount from the 9 total cash price results in a restitution amount of \$81,909.58.

See *Luna*, 2021 WL 10 4893567, at *8 (calculating the restitution amount by subtracting the offset amount 11 from the total cash price). This, alone, surpasses the amount in controversy threshold. 12 Lest there be any doubt as to this figure, however, the Court assesses the civil 13 penalties at issue. 14 With respect to civil penalties, “[c]ourts treat the Song-Beverly Act’s civil 15 penalties

akin to punitive damages.’” Canesco, 570 F.Supp.3d at 901 (quoting Carillo 16 v. FCA U.S.A., LLC, 546 F.Supp.3d 995, 1003 (C.D.

Cal. 2021). “‘It is well 17 established that punitive damages are part of the amount in controversy in a civil 18 action.’” Id. (quoting Gibson v. Chrysler Corp., 261 F.3d 927, 945 (9th Cir. 2001). 19 Here, where Plaintiff has explicitly sought civil penalties at an amount up to twice 20 Plaintiff’s actual damages, the Court finds good reason to include them.⁵ Id. at 902; 21 see also Brady, 243 F.Supp.2d at 1010 (including the two-time civil penalty provided 22 by the Song-Beverly Act in the amount in controversy calculation where explicitly 23 24 4 The Court notes, however, that these calculations rely on the total sales price of \$97,889.64, rather than the total cash price of \$82,956.91.

To that end, the Court 25 alters Defendant’s calculations only to account for this difference in base figure. 5 The Court also notes that Plaintiff has sought injunctive relief, as well as punitive 26 damages pursuant to both his Consumers Legal Remedies Act claim and his 27 fraudulent concealment claim. This, ostensibly, would result in an even greater calculation of total damages, further demonstrating that the amount in controversy 28 threshold is easily met here.

1 sought by plaintiff); Carillo, 546 F.Supp.3d at 1003-04; Luna, 2021 WL 4893567, at 2 *9; Messih, 2021 WL 2488977, at *6. Were Plaintiff to receive a civil penalties award 3 twice the amount of his actual damages, this would amount to \$163,819.16, in 4 addition to his actual damages of \$81,909.58. At \$245,728.74, this unquestionably 5 meets the amount in controversy threshold.

6 Accordingly, the Court finds it unnecessary to consider the parties’ arguments 7 as to whether the Court should also consider attorneys’ fees in its calculation of the 8 amount in controversy. See, e.g., Canesco, 570 F.Supp.3d at 903 (declining to 9 consider attorneys’ fees as the amount in controversy threshold was met even absent 10 their inclusion); Ha Nguyen v. BMW of North Am., LLC, No. 3:20-cv-02432, 2021 11 WL 2411417, at *5 (S.D.

Cal. June 14, 2021) (same). Where the amount in 12 controversy is easily met, the Court is satisfied that Defendant has met its burden by a 13 preponderance of the evidence. 14 To the extent Plaintiff has now determined that he wishes to alter his prayer for 15 relief such that the amount-in-controversy threshold for this Court’s jurisdiction is not 16 met, he may seek to dismiss and re-file a more limited complaint in state court, should 17 that course of action remain available to him.

In any event, the Court ORDERS the 18 parties to meet and confer about stipulating to a cap on Plaintiff’s recovery and to 19 remanding this action. Within 30 days from the date of this Order, the parties must 20 file a Stipulation and Proposed Order to that effect or a Joint Report explaining the 21 status of a trial in this matter. 22 3. Diversity Jurisdiction Is Not Discretionary 23 Plaintiff

argues that the Court should “veto removal jurisdiction[,]” given that 24 all of the claims are rooted in state law.⁶ (Mot. at 8).

Defendant contends that the 25 6 The Court also notes that Plaintiff cites to no case law to support this proposition. 26 While he included a short form citation “Garble, supra, at 313[,]” there is no such 27 case referenced earlier in the brief.

The Court located a case entitled *Grable & Sons Metal Products, Inc. v. Darue Engineering & Mfg.*, 545 U.S. 308, 313 (2005). 28 *Grable*, however, stands for the proposition that when a federal question is embedded 1 Court “does not have authority to decline to exercise its diversity jurisdiction.” 2 (Opp’n to Mot. at 8-9).

The Court agrees with Defendant. 3 When a court has diversity jurisdiction over a case, exercise of that jurisdiction 4 “is not discretionary.” *Carnegie-Mellon University v. Cohill*, 484 U.S. 343, 356 5 (1988); see also *Sorosky v. Burroughs Corp.*, 826 F.2d 794, 805 (9th Cir. 1987) 6 (“... [A] district court does not have discretion to refuse jurisdiction over state claims 7 in a diversity case”).

Rather, federal courts “have a ‘virtually unflagging 8 obligation... to exercise the jurisdiction given them.’” *Petropolous v. FCA U.S., 9 LLC*, No. 17-cv-0398, 2017 WL 2889303, at *6 (S.D. Cal. July 7, 2017) (quoting 10 *Colorado River Water Conservation Dist. v. United States*, 424 U.S. 800, 817 (1976)). 11 Other courts have considered Plaintiff’s comity argument and rejected it.

See, e.g., 12 *Gonzalez v. FCA U.S. LLC*, No. EDCV 19-967, 2020 WL 1444941, at *3 (C.D. Cal. 13 Mar. 24, 2020) (rejecting comity argument in context of *Song-Beverly* diversity 14 jurisdiction case). Where, as here, the Court has determined diversity jurisdiction to 15 be satisfied, it must retain the action. See *Petropolous*, 2017 WL 2889303, at *6-7 16 (denying motion to remand where diversity jurisdiction satisfied).

Accordingly, the 17 Court rejects Plaintiff’s argument that comity principles or public policy concerns 18 require remand of the action. 19 III. CONCLUSION 20 For the foregoing reasons, the Motion is DENIED. The Court ORDERS the 21 parties to meet and confer regarding the potential filing of a Stipulation and Proposed 22 Order capping Plaintiff’s damages below the jurisdictional threshold within 30 days 23 from the date of this Order.

In the event the parties fail to agree about such a 24 25 within a state-law claim, the exercise of federal jurisdiction pursuant to 28 U.S.C. 26 § 1331 may be subject to “possible veto...” *Id.* at 313. Here, the basis for the 27 Court’s jurisdiction is not federal question, but diversity of citizenship. Plaintiff has presented no authority that this limited rule has been extended to impact the exercise 28 of diversity jurisdiction pursuant to 28 U.S.C. § 1332, nor is the Court aware of any.

1 | stipulation, the Court ORDERS the parties to file a Joint Report explaining the status 2 | of a
trial in this matter. 3 IT IS SO ORDERED. 5 ——— 6 Dated: April 21, 2025 — Lf WESI E J HSU 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 12