

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Arturo Damian Diaz v. General Motors LLC

No. EDCV 25-02208-KK-MBKx (C.D. Cal. Oct. 30, 2025) · No. EDCV 25-02208-KK-MBKx · Decided
October 30, 2025

SUMMARY

The United States District Court for the Central District of California denied Arturo Damian Diaz’s motion to remand his Song-Beverly Consumer Warranty Act action against General Motors LLC. The court held that removal was timely because the complaint did not make removability unequivocally clear within the initial 30-day period. The court also concluded that General Motors established by a preponderance of the evidence that the amount in controversy exceeded \$75,000 based on actual damages and a potential civil penalty.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Kenly Kiya Kato
JURISDICTION	United States District Court for the Central District of California
DECIDED	October 30, 2025
DOCKET	EDCV 25-02208-KK-MBKx
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to remand a removed California Song-Beverly Consumer Warranty Act action to state court, arguing that removal was untimely and that the amount-in-controversy requirement was not satisfied.
STANDARD OF REVIEW	A removing defendant bears the burden of establishing federal jurisdiction, and doubts are resolved against removal. When the amount in controversy is contested, the court determines by a preponderance of the evidence whether the jurisdictional threshold is satisfied.
PRECEDENTIAL VALUE	unpublished district court order; precedential status unknown

TOPICS

- subject matter jurisdiction
- civil procedure
- consumer protection
- damages
- remedies

PRACTICE AREAS

civil procedure

consumer protection

remedies

QUESTIONS PRESENTED

1. Whether Defendant's notice of removal was timely when the complaint did not specify the amount of damages sought and did not make removability unequivocally clear and certain.
2. Whether Defendant established by a preponderance of the evidence that the amount in controversy exceeded \$75,000 for diversity jurisdiction.

HOLDINGS

1. Defendant's notice of removal was timely because the complaint was ambiguous as to the amount in controversy and therefore did not trigger the initial 30-day removal period under 28 U.S.C. § 1446(b)(1). Defendant could remove outside the two specified 30-day periods based on its own information, provided it had not violated either deadline.
2. Defendant established by a preponderance of the evidence that more than \$75,000 was in controversy. The court accepted evidence supporting approximately \$50,883.38 in actual damages and a potential civil penalty of \$101,766.76, for a combined amount of \$152,650.14, without needing to consider attorney's fees.

KEY QUOTATIONS

“The 30-day “removal clock does not start until a paper makes a ground for removal ‘unequivocally clear and certain.’””

“Hence, given the ambiguity on the face of the Complaint where Plaintiff failed to provide any information concerning the amount of damages sought, Defendant had no duty to “make extrapolations or engage in guesswork” as to the amount of controversy.”

FACTUAL BACKGROUND

Plaintiff purchased a 2023 Chevrolet Silverado 1500 and alleged that the vehicle developed defects involving its engine and transmission systems. He alleged that Defendant and its authorized repair facilities failed to timely repair or replace the vehicle and sought actual damages and a civil penalty under California's Song-Beverly Act. The retail installment contract, repair history, and payment history supported Defendant's estimates of actual damages, mileage and other statutory offsets, and a potential civil penalty.

PROCEDURAL HISTORY

Plaintiff filed suit in San Bernardino County Superior Court on May 12, 2025. Defendant was served on May 20, 2025, answered on June 18, 2025, and removed the action on August 22, 2025, invoking diversity jurisdiction. Plaintiff moved to remand, and the district court denied the motion after determining that the complaint was indeterminate as to removability and that Defendant established by a preponderance of the evidence an amount in controversy exceeding \$75,000.

DISPOSITION

other

CASES CITED

- Chavez v. JPMorgan Chase & Co., 888 F.3d 413, 415, 417 (9th Cir. 2018)
- Luther v. Countrywide Home Loans Servicing LP, 533 F.3d 1031, 1034 (9th Cir. 2008)
- Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992)
- Dietrich v. Boeing Co., 14 F.4th 1089, 1091, 1095 (9th Cir. 2021)
- Harris v. Bankers Life & Cas. Co., 425 F.3d 689, 694-95 (9th Cir. 2005)
- Kuxhausen v. BMW Fin. Servs. NA LLC, 707 F.3d 1136, 1140 (9th Cir. 2013)
- Roth v. CHA Hollywood Med. Ctr., L.P., 720 F.3d 1121, 1125 (9th Cir. 2013)
- Lopez v. Gen. Motors, LLC, No. CV 25-06549-MWF-MAAx, 2025 WL 2629545, at *2 (C.D. Cal. Sept. 11, 2025)
- Carvalho v. Equifax Info. Servs., LLC, 629 F.3d 876, 886 (9th Cir. 2010)
- Covarrubias v. Ford Motor Co., No. CV 25-00328-JLS-MAAx, 2025 WL 907544, at *3 (C.D. Cal. Mar. 24, 2025)
- Ibarra v. Manheim Invs., Inc., 775 F.3d 1193, 1197 (9th Cir. 2015)
- Jauregui v. Roadrunner Transp. Servs., Inc., 28 F.4th 989, 992 (9th Cir. 2022)
- Dart Cherokee Basin Operating Co., LLC v. Owens, 574 U.S. 81, 87-88 (2014)
- Harris v. KM Indus., Inc., 980 F.3d 694, 701 (9th Cir. 2020)
- Fritsch v. Swift Transp. Co. of Ariz., LLC, 899 F.3d 785, 793 (9th Cir. 2018)
- Morris v. Hotel Riviera, Inc., 704 F.2d 1113, 1115 (9th Cir. 1983)
- Schneider v. Ford Motor Co., 756 F. App'x 699, 701 n.3 (9th Cir. 2018)
- Carillo v. FCA USA, LLC, 546 F. Supp. 3d 995, 1001-04 (C.D. Cal. 2021)
- Ghebrendrias v. FCA US LLC, No. CV 21-06492-VAP-PDx, 2021 WL 5003352, at *2 (C.D. Cal. Oct. 28, 2021)
- De Vidal v. Ford Motor Co., No. CV 21-07115-FLA-JPRx, 2022 WL 17093070, at *4 (C.D. Cal. Nov. 21, 2022)
- Brooks v. Ford Motor Co., No. CV 20-302-DSF-KKx, 2020 WL 2731830, at *2 (C.D. Cal. May 26, 2020)
- Amavizca v. Nissan N. Am., Inc., No. EDCV 22-02256-JAK-KKx, 2023 WL 3020489, at *8 (C.D. Cal. Apr. 19, 2023)
- Guaschino v. Hyundai Motor Am., No. CV 23-04354-MWF-JPRx, 2023 WL 5165548, at *5 (C.D. Cal. Aug. 10, 2023)
- Lee v. FCA US, LLC, No. CV 16-5190-PSG-MRWx, 2016 WL 11516754 (C.D. Cal. Nov. 7, 2016)