

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Rogelio Aviles and Claudia Chaves v. Thor Motor Coach, Inc.

Aviles v. Thor Motor Coach · No. 5:25-cv-01132-JWH-SHK · Decided July 21, 2025

SUMMARY

The United States District Court for the Central District of California denied Plaintiffs Rogelio Aviles and Claudia Chaves’s motion to remand their Song-Beverly Act warranty action against Thor Motor Coach, Inc. The court held that diversity jurisdiction existed because the parties were completely diverse and the amount in controversy exceeded \$75,000, including the vehicle purchase price, potential civil penalties, and attorneys’ fees.

CASE DETAILS

COURT	United States District Court for the Central District of California
JURISDICTION	United States District Court for the Central District of California
DECIDED	July 21, 2025
DOCKET	5:25-cv-01132-JWH-SHK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved to remand a removed Song-Beverly Act warranty action to Los Angeles County Superior Court. The federal district court denied the motion.
STANDARD OF REVIEW	The removing defendant bears the burden of establishing federal subject-matter jurisdiction, and any doubt concerning removal jurisdiction is resolved in favor of remand. Removal statutes are strictly construed against removal jurisdiction.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Rogelio Aviles, Claudia Chaves v. Thor Motor Coach, Inc.

TOPICS

- subject matter jurisdiction
- civil procedure
- consumer protection
- attorney fees
- damages

PRACTICE AREAS

- federal jurisdiction
- removal and remand
- consumer warranty litigation
- contracts
- civil procedure

QUESTIONS PRESENTED

1. Whether the parties were completely diverse for purposes of 28 U.S.C. § 1332(a)(1).
2. Whether the amount in controversy exceeded \$75,000, including potential restitution, civil penalties, and attorneys' fees available under the Song-Beverly Act.
3. Whether principles of comity required the federal court to remand the action despite the existence of diversity jurisdiction.

HOLDINGS

1. Diversity jurisdiction existed because Plaintiffs were California citizens and Thor Motor Coach was a citizen of Indiana and Delaware.
2. The amount-in-controversy requirement was satisfied because the potential recovery included restitution, Song-Beverly civil penalties, and attorneys' fees, and the vehicle purchase price exceeded \$250,000.
3. Comity did not provide a basis for remand because Thor Motor Coach had a statutory right to remove the action and the court lacked discretion to remand on comity grounds.

KEY QUOTATIONS

“Federal courts are courts of limited jurisdiction. Accordingly, “[t]hey possess only that power authorized by Constitution and statute.”” (at 2)

“The strong presumption against removal jurisdiction means that the defendant always has the burden of establishing that removal is proper.” (at 3)

“Both the diversity and amount-in-controversy requirements are satisfied, so the Court concludes that removal was proper.” (at 6)

FACTUAL BACKGROUND

Plaintiffs purchased a 2025 Thor Industry Palazzo GT Motorhome and asserted breach-of-implied-warranty and breach-of-express-warranty claims under the Song-Beverly Act. Plaintiffs alleged that the vehicle purchase price exceeded \$250,000. Thor Motor Coach alleged that Plaintiffs were California citizens and that it was an Indiana corporation with its principal place of business in Indiana; its Rule 7.1 disclosure also stated that it was organized under Delaware law.

PROCEDURAL HISTORY

Plaintiffs filed the action in Los Angeles County Superior Court in April 2025. Thor Motor Coach removed the action to the Central District of California in May 2025 under 28 U.S.C. § 1332. Plaintiffs moved to remand in June 2025, arguing that diversity jurisdiction and the amount-in-controversy requirement were not established and that comity warranted remand. The court denied the motion.

DISPOSITION

other

CASES CITED

- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994)
- DaimlerChrysler Corp. v. Cuno, 547 U.S. 332, 342 n.3 (2006)
- Syngenta Crop Prot., Inc. v. Henson, 537 U.S. 28, 32-33 (2002)
- Abrego Abrego v. The Dow Chem. Co., 443 F.3d 676, 684 (9th Cir. 2006)
- Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992)
- Kanter v. Warner-Lambert Co., 265 F.3d 853, 857-58 (9th Cir. 2001)
- Kantor v. Wellesley Galleries, Ltd., 704 F.2d 1088 (9th Cir. 1983)
- Lew, 797 F.2d at 750
- Owens v. Huntling, 115 F.2d 160, 162 (9th Cir. 1940)
- Babasa v. LensCrafters, Inc., 498 F.3d 972, 974 (9th Cir. 2007)
- Morey v. Louis Vuitton North Am., Inc., 561 F. App'x 642, 643 (9th Cir. 2011)
- Shoner v. Carrier Corp., 30 F.4th 1144, 1148 (9th Cir. 2022)
- Hawthorne Sav. F.S.B. v. Reliance Ins. Co. of Illinois, 421 F.3d 835, 852 (9th Cir. 2005), amended, 433 F.3d 1089 (9th Cir. 2006)
- City & Cnty. of San Francisco v. Assessment Appeals Bd. for City & Cnty. of San Francisco, No. 1, 122 F.3d 1274, 1277-78 (9th Cir. 1997)