

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

Victor Ciardi v. Ford Motor Company

Ciardi v. Ford Motor Co. · No. 2:25-cv-02353 WBS DMC · Decided December 29, 2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 EASTERN DISTRICT OF
CALIFORNIA 10 ----oo0oo---- 11 12 VICTOR CIARDI, No. 2:25-cv-02353 WBS DMC 13
Plaintiff, 14 v. MEMORANDUM AND ORDER RE: 15 PLAINTIFF’S MOTION TO REMAND
FORD MOTOR COMPANY, 16 Defendant. 17 18 ----oo0oo---- 19 Before the court is plaintiff’s
motion to remand. 20 (Docket No. 9-3.)¹ Plaintiff argues that remand is necessary 21 because the
court lacks subject matter jurisdiction to hear this 22 action, which consists of vehicular warranty
claims brought 23 pursuant to California’s Song-Beverly Consumer Warranty Act (the 24 “Song-
Beverly Act”), Cal. Civ.

Code §§ 1790, et seq. (See Docket 25 No. 9-3 at 2, 9-10.) Specifically, plaintiff contends that the
26 27 1 The motion is decided on the papers without oral argument pursuant to Local Rule 230(g).
The scheduled January 5, 2026 28 hearing on the motion is hereby VACATED. 1 amount-in-
controversy requirement established in 28 U.S.C. § 2 1332(a) is not met. (See id. at 11-24.)

3 “Any civil action brought in a State court of which the 4 district courts of the United States have
original jurisdiction, 5 may be removed by the defendant or the defendants, to the 6 district court
of the United States for the district and division 7 embracing the place where such action is
pending.” 28 U.S.C. § 8 1441(a). District courts have original jurisdiction over civil 9 actions in
which the parties are completely diverse and “the 10 matter in controversy exceeds the sum or
value of \$75,000, 11 exclusive of interest and costs.”² 28 U.S.C. § 1332(a).

12 To determine the amount in controversy, the court must 13 look to the “face of the pleadings,”
St. Paul Mercury Indem. Co. 14 v. Red Cab Co., 303 U.S. 283, 289 (1938), but may also consider
15 “facts in the removal petition” and “summary-judgment-type 16 evidence relevant to the
amount in controversy at the time of 17 removal,” Kroske v. U.S. Bank Corp., 432 F.3d 976, 980
(9th Cir.

18 2005). “Where, as here, it is unclear from the face of the 19 complaint whether the amount in
controversy exceeds \$75,000, the 20 removing defendant bears the burden of establishing, by a 21
preponderance of the evidence, that the amount in controversy 22 exceeds the jurisdictional
threshold.” Chavez v. JPMorgan Chase 23 & Co., 888 F.3d 413, 416 (9th Cir.

2018) (quotations omitted). 24 25 26 2 The parties do not dispute that they are completely diverse. Indeed, plaintiff is a California citizen, and defendant is a 27 Delaware citizen. (See Docket No. 1-2 (Compl.) at 6.)

Because they are citizens of different states, they are completely 28 diverse. See *Caterpillar Inc. v. Lewis*, 519 U.S. 61, 68 (1996). 1 The amount in controversy is “not a prospective 2 assessment of defendant's liability.” *Lewis v. Verizon Commc'ns, 3 Inc.*, 627 F.3d 395, 400 (9th Cir. 2010). Rather, it is the 4 “amount at stake in the underlying litigation.” *Gonzales*, 840 5 F.3d at 648 (citation modified); see also *Lewis*, 627 F.3d at 400 6 (amount in controversy is “simply an estimate of the total amount 7 in dispute”).

It may include, among other things, “damages 8 (compensatory, punitive, or otherwise) and the cost of complying 9 with an injunction, as well as attorneys’ fees awarded under fee 10 shifting statutes.” *Gonzales*, 840 F.3d at 648-49. 11 To estimate plaintiff’s actual damages in this case, 12 defendant began by identifying the vehicle at-issue’s purchase 13 price of \$29,341.10.

(Docket No. 1-1 at 4-5.) Defendant did so 14 by referencing the sales contract pursuant to which plaintiff 15 purchased this vehicle. (See *id.*) Defendant then adjusted the 16 purchase price downward by \$414.69 to account for the mileage 17 plaintiff incurred on his vehicle using the method specified by 18 the Song-Beverly Act. (Docket No. 11 at 8.)

As plaintiff claims 19 his vehicle is now worthless (see Compl. at 7), defendant argues 20 that plaintiff’s actual damages consist of this adjusted amount 21 (\$28,926.41). (See Docket Nos. 1-1 at 5, 11 at 8.) By employing 22 this methodology, defendant has established plaintiff’s actual 23 damages by a preponderance of the evidence. See *Chavez*, 888 F.3d 24 at 416.

25 In addition to actual damages, the Song-Beverly Act 26 allows for civil penalties assessed at no more than twice the 27 amount of actual damages “[i]f the buyer establishes that the 28 1 failure to comply [with the Act] was willful.” Cal. Civ. Code § 2 1794(c). While “[t]he Ninth Circuit has not addressed whether to 3 include statutory civil penalties in the amount in controversy of 4 an action arising under the Song-Beverly Act,” “several federal 5 district courts within the state of California, including this 6 court, have found that the court may consider statutory civil 7 penalties in assessing the amount in controversy.” *Martinez v. 8 Ford Motor Co.*, No. 2:25-cv-415 WBS CSK, 2025 WL 1186749, at *2 9 (E.D.

Cal. Apr. 24, 2025) (collecting cases). 10 Plaintiff expressly prays for this relief in his 11 complaint: He requests “a civil penalty in the amount of two 12 times [his] actual damages pursuant to” Cal. Civ. Code § 1794. 13 (Compl. at 17-18.) He repeatedly alleges that this penalty is 14 warranted because Ford willfully “fail[ed] to comply with its 15 obligations” under various provisions of the Song-Beverly Act.

16 (See, e.g., Compl. at 5 (willful failure to comply with Cal. Civ. 17 Code § 1793.2(b) obligations), 6 (willful failure to comply with 18 Cal. Civ. Code § 1793.2(a)(3) obligations).) By seeking civil 19 penalties, plaintiff has placed them “at stake in the underlying 20 litigation.” Gonzales, 840 F.3d at 648. They are therefore 21 proper to include in the amount in controversy.

See id. 22 Plaintiff cites cases in which courts declined to 23 include statutory penalties in the amount in controversy (see 24 Docket No. 9-3 at 17-18), but these cases are distinguishable. 25 The cases plaintiff cites involved defendants who “simply 26 assume[d] that because a civil penalty is available, one will be 27 awarded.” *Zawaideh v. BMW of N. Am., LLC*, No. 17-cv-2151 W 28 1 (KSC), 2018 WL 1805103, at *2 (S.D.

Cal. Apr. 17, 2018). By 2 contrast, defendant here has “ma[de] some effort to justify 3 th[is] assumption” by “pointing to allegations in the Complaint 4 suggesting [an] award of civil penalties would be appropriate.” 5 Id. Moreover, requiring defendant to “offer [further] evidence 6 showing it willfully failed to comply with the Song-Beverly Act” 7 to warrant civil penalties would be “absurd.” *Brooks v. Ford 8 Motor Co.*, No. 20-cv-302 DSF KXX, 2020 WL 2731830, at *2 (C.D.

9 Cal. May 26, 2020); see also *Rahman v. FCA US LLC*, No. 2:21-cv- 10 02584 SB JCx, 2021 WL 2285102, at *3 (C.D. Cal. June 4, 2021) 11 (“Defendant is not required to prove the case against itself” to 12 merit including civil penalties in amount in controversy.). 13 The actual damages and civil penalty place the amount 14 in controversy well over the jurisdictional threshold of 15 \$75,000.3 See 28 U.S.C. § 1332(a).

Thus, even without taking 16 into account attorneys’ fees, incidental damages, consequential 17 damages, and punitive damages -- all of which may be included in 18 the amount in controversy, see *Gonzales*, 840 F.3d at 648-69 -- 19 defendant has demonstrated by a preponderance of the evidence 20 that the amount in controversy exceeds \$75,000. See *Chavez*, 888 21 F.3d at 416.

Accordingly, the court will deny plaintiff’s 22 motion to remand. 23 IT IS THEREFORE ORDERED that plaintiff’s motion to 24 remand the case to the state court (Docket No. 9-3) be, and the 25 same hereby is, DENIED. 26 27 3 Actual damages of \$28,926.41 plus two times that amount in 28 civil penalties is \$86,779.23. een nnn nn nn EE ON OI I IED EE 1}. a tle A hh be ated: December 29, 2025 WILLIAM B. SHUBB UNITED STATES DISTRICT JUDGE 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28