

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Laszo Valladolid v. General Motors, LLC et al.

Valladolid · No. 2:25-cv-07145-MWC-MAR · Decided October 15, 2025

SUMMARY

The United States District Court for the Central District of California granted in part and denied in part Plaintiff Laszo Valladolid’s motion to remand a Song-Beverly Consumer Warranty Act and Magnuson-Moss Warranty Act action against General Motors, LLC. The court held that General Motors had sufficient information from the complaint and related sales agreement to determine removability, making its removal untimely under 28 U.S.C. § 1446. The court denied Plaintiff’s request for attorney’s fees because General Motors had an objectively reasonable basis for removal.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Michelle Williams Court
JURISDICTION	United States District Court for the Central District of California
DECIDED	October 15, 2025
DOCKET	2:25-cv-07145-MWC-MAR
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Plaintiff moved to remand a removed California lemon-law action to state court and requested attorney's fees under 28 U.S.C. § 1447(c).
STANDARD OF REVIEW	Removal statutes are strictly construed against removal jurisdiction; the removing defendant bears the burden of establishing that removal is proper, and doubts are resolved in favor of remand. A fee award under 28 U.S.C. § 1447(c) is reviewed under the district court's discretion and is appropriate when the removing party lacked an objectively reasonable basis for removal, absent unusual circumstances.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Laszo Valladolid v. General Motors, LLC

TOPICS

subject matter jurisdiction

civil procedure

consumer protection

remedies

attorney fees

PRACTICE AREAS

civil procedure

consumer protection

remedies

QUESTIONS PRESENTED

1. Whether the complaint and related information supplied sufficient notice that the amount in controversy exceeded the \$50,000 jurisdictional threshold for the Magnuson-Moss Warranty Act, thereby triggering the thirty-day removal period under 28 U.S.C. § 1446.
2. Whether General Motors timely removed the action when it removed more than thirty days after receiving the complaint and later receiving the sales agreement.
3. Whether Plaintiff was entitled to attorney's fees and costs incurred in obtaining remand under 28 U.S.C. § 1447(c).

HOLDINGS

1. The complaint supplied sufficient information to put General Motors on notice that the amount in controversy exceeded \$50,000 for purposes of federal-question jurisdiction under the Magnuson-Moss Warranty Act.
2. General Motors' removal was untimely because the thirty-day removal period began when it received the complaint, and the complaint and subsequent sales agreement established removability more than thirty days before removal.
3. The presumption against removal jurisdiction remains applicable even though Plaintiff's remand challenge was based on a procedural removal defect.
4. Plaintiff was not entitled to attorney's fees because General Motors had an objectively reasonable basis for removal and no unusual circumstances warranted an award.

KEY QUOTATIONS

"Federal courts are courts of limited jurisdiction, possessing only that power authorized by Constitution and statute." (2)

"A defendant seeking removal has the burden to establish that removal is proper and any doubt is resolved against removability." (2)

"Absent unusual circumstances, courts may award attorney's fees under § 1447(c) only where the removing party lacked an objectively reasonable basis for seeking removal. Conversely, when an objectively reasonable basis exists, fees should be denied." (8)

FACTUAL BACKGROUND

The action arose from Plaintiff's purchase of a 2022 GMC Canyon manufactured by General Motors. The complaint identified the vehicle's make, model, year, and VIN, alleged defects substantially impairing the

vehicle's use, value, or safety, and sought restitution, actual damages, a civil penalty of up to twice actual damages, consequential and incidental damages, attorney's fees, costs, and other statutory remedies. Plaintiff later produced a sales agreement showing a total sales price of \$46,319.14.

PROCEDURAL HISTORY

Plaintiff filed the action in Los Angeles County Superior Court on March 5, 2025. General Motors removed the action to the Central District of California on August 1, 2025. Plaintiff moved to remand on August 15, 2025, arguing that the removal was untimely because the complaint supplied sufficient information to trigger the thirty-day removal period. The court granted remand but denied the request for attorney's fees and closed the federal case.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand the action to Los Angeles County Superior Court. Plaintiff's request for attorney's fees is denied. The October 17, 2025 hearing is vacated, and the federal case is closed.

CASES CITED

- *Gunn v. Minton*, 568 U.S. 251, 256 (2013)
- *City of Chi. v. Int'l Coll. of Surgeons*, 522 U.S. 156, 163 (1997)
- *Provincial Gov't of Marinduque v. Placer Dome, Inc.*, 582 F.3d 1083, 1087 (9th Cir. 2009)
- *Luther v. Countrywide Home Loans Servicing, LP*, 533 F.3d 1031, 1034 (9th Cir. 2008)
- *Moore-Thomas v. Alaska Airlines, Inc.*, 553 F.3d 1241, 1244 (9th Cir. 2009)
- *Dietrich v. Boeing Co.*, 14 F.4th 1089, 1095 (9th Cir. 2021)
- *Kuxhausen v. BMW Fin. Servs. NA LLC*, 707 F.3d 1136, 1140-41 (9th Cir. 2013)
- *Whitaker v. Am. Telecasting, Inc.*, 261 F.3d 196, 206 (2d Cir. 2001)
- *Kelly v. Fleetwood Enters., Inc.*, 377 F.3d 1034, 1039 (9th Cir. 2004)
- *Schimmer v. Jaguar Cars, Inc.*, 384 F.3d 402, 404 (7th Cir. 2004)
- *Boelens v. Redman Homes, Inc.*, 748 F.2d 1058, 1069 (5th Cir. 1984)
- *Romo v. FFG Ins. Co.*, 397 F. Supp. 2d 1237, 1239-40 (C.D. Cal. 2005)
- *Gaus v. Miles, Inc.*, 980 F.2d 564, 566-67 (9th Cir. 1992)
- *Lopez v. So. Cal. Edison Co.*, No. 2:17-CV-06413-SVW-MRW, 2017 WL 4712189, at *1 (C.D. Cal. Oct. 18, 2017)
- *Baumann v. BMW of N. Am., LLC*, No. 17-CV-01707-BRO, 2017 WL 1538155, at *5 (C.D. Cal. Apr. 26, 2017)
- *Ward v. Ford Motor Co.*, No. CV 22-2771-DMG (PLAx), 2022 WL 2057501, at *1 (C.D. Cal. May 6, 2022)

- Thomas v. Aeolus Air Charter, Inc., No. 2:23-cv-01523-ODW (JPRx), 2023 WL 4745727, at *3 (C.D. Cal. July 25, 2023)
- Breuer v. Jim's Concrete of Brevard, Inc., 538 U.S. 691, 697-98 (2003)
- Smith v. Mylan Inc., 761 F.3d 1042, 1045 (9th Cir. 2014)
- Destfino v. Reiswig, 630 F.3d 952, 956 (9th Cir. 2011)
- Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc., 526 U.S. 344, 347 (1999)
- Shah v. Meier Enters., Inc., 855 F. App'x 384, 396 (9th Cir. 2021)
- Martin v. Franklin Cap. Corp., 546 U.S. 132, 136-37, 141 (2005)
- Lussier v. Dollar Tree Stores, Inc., 518 F.3d 1062, 1065 (9th Cir. 2008)
- Carranza v. Wells Fargo Bank, N.A., No. 5:16-cv-06464-EJD, 2017 WL 2021362, at *5 (N.D. Cal. May 12, 2017)