

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Martha P. Ramirez-Martinez v. Nissan North America, Inc.

Ramirez-Martinez v. Nissan North America, Inc., No. 2:25-cv-04744-MAR (C.D. Cal. Dec. 16, 2025) · No. 2:25-cv-04744-MAR · Decided December 16, 2025

SUMMARY

The United States District Court for the Central District of California granted Plaintiff Martha P. Ramirez-Martinez’s motion to remand her Song-Beverly Consumer Warranty Act action against Nissan North America, Inc. The court held that Nissan’s removal nearly one year after the state-court complaint was untimely because documents produced on September 20, 2024 made the parties’ diversity and the amount in controversy unequivocally clear. The action was remanded to the Los Angeles County Superior Court.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Margo A. Rocconi
JURISDICTION	United States District Court for the Central District of California
DECIDED	December 16, 2025
DOCKET	2:25-cv-04744-MAR
DISPOSITION	remanded
PROCEDURAL POSTURE	Plaintiff moved to remand a removed California Song-Beverly Consumer Warranty Act action on the ground that Defendant's removal was untimely.
STANDARD OF REVIEW	Removal statutes are strictly construed against removal jurisdiction, doubts are resolved in favor of remand, and the removing defendant bears the burden of establishing federal jurisdiction. A timely objection to an untimely removal defeats removal even though the thirty-day removal deadline is not jurisdictional.
PRECEDENTIAL VALUE	unpublished district court order; persuasive authority only
PARTIES	Martha P. Ramirez-Martinez v. Nissan North America, Inc.

TOPICS

subject matter jurisdiction

civil procedure

consumer protection

damages

remedies

PRACTICE AREAS

civil procedure

consumer protection

remedies

QUESTIONS PRESENTED

1. Whether Defendant's May 27, 2025 removal was timely under the thirty-day period applicable when removability becomes ascertainable from a later-received pleading, motion, order, or other paper.
2. Whether removability could be ascertained cumulatively from the complaint and multiple later-produced documents, rather than from a single document alone.
3. Whether the September 20, 2024 production of the retail installment sale contract, repair orders, and California registration made complete diversity and an amount in controversy exceeding \$75,000 unequivocally clear and certain.

HOLDINGS

1. The thirty-day removal period under 28 U.S.C. § 1446(b)(3) may be triggered when a later-received paper, considered together with information in the complaint or previously received documents, makes removability unequivocally clear and certain; the necessary information need not appear in one singular document.
2. By September 20, 2024, Defendant could ascertain that Plaintiff was a California citizen and that her citizenship differed from Nissan's citizenship.
3. The complaint and documents received on September 20, 2024 made it possible to reasonably calculate actual damages and the requested civil penalty, yielding an amount in controversy of approximately \$85,440.45 and exceeding the jurisdictional threshold.
4. Defendant's removal was untimely because the thirty-day period under § 1446(b)(3) began no later than September 20, 2024, when Defendant received documents that made removability ascertainable.

KEY QUOTATIONS

“Defendant does not cite to, nor is the Court aware of, any authority for the proposition that all the information necessary to establish removability (here, the amount in controversy and the citizenship of the plaintiff) must be contained within a single document.” (Section IV)

“Even putting aside Plaintiff’s prayer for attorney’s fees and prejudgment interest, it was unequivocally certain as of September 20, 2024 that this case was removable to federal court.” (Section V)

FACTUAL BACKGROUND

Plaintiff sued Nissan under California's Song-Beverly Consumer Warranty Act concerning defects in a Nissan vehicle. The complaint alleged that the amount paid and payable, damages, and civil penalties exceeded \$35,000, and sought actual damages, restitution, a civil penalty of up to twice actual damages, consequential and incidental damages, attorney's fees, and prejudgment interest. On September 20, 2024, Plaintiff produced

documents showing a vehicle sale price of \$40,675.76, California addresses and registration information, and repair mileage, including a mileage figure of 35,979. Those documents permitted calculation of estimated actual damages and a potential civil-penalty award exceeding \$75,000.

PROCEDURAL HISTORY

Plaintiff filed the action in Los Angeles County Superior Court on June 20, 2024. During state-court discovery, Plaintiff produced the vehicle's retail installment sale contract, repair orders, and California registration on September 20, 2024. Defendant removed the action on May 27, 2025, and Plaintiff moved to remand. The district court granted the motion and remanded the action to state court.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The action is remanded to Los Angeles County Superior Court.

CASES CITED

- International Primate Protection League v. Administrators of Tulane Educational Fund, 500 U.S. 72, 87 (1991)
- Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992)
- Luther v. Countrywide Home Loans Servicing, LP, 533 F.3d 1031, 1034 (9th Cir. 2008)
- Dietrich v. Boeing Co., 14 F.4th 1089, 1090, 1093-94 (9th Cir. 2021)
- Fristoe v. Reynolds Metals Co., 615 F.2d 1209, 1212 (9th Cir. 1980)
- Gomez v. Nissan North America, Inc., No. 2:24-CV-09020-SVW, 2025 WL 26368, at *2 (C.D. Cal. Jan. 3, 2025)
- Kuxhausen v. BMW Financial Services NA LLC, 707 F.3d 1136, 1140-41 & n.3 (9th Cir. 2013)
- Roth v. CHA Hollywood Medical Center, L.P., 720 F.3d 1121, 1123 (9th Cir. 2013)
- Kanter v. Warner-Lambert Co., 265 F.3d 853, 857 (9th Cir. 2001)
- Adams v. W. Marine Products, Inc., 958 F.3d 1216, 1221 (9th Cir. 2020)
- Mpock v. FCA US LLC, No. 1:21CV00330NONESAB, 2021 WL 5356472, at *5 (E.D. Cal. Nov. 17, 2021)
- Covarrubias v. Ford Motor Co., No. 2:25-CV-00328-JLS-MAA, 2025 WL 907544, at *3 (C.D. Cal. Mar. 24, 2025)
- Bradley Mining Co. v. Boice, 194 F.2d 80, 84 (9th Cir. 1951)
- Mondragon v. Capital One Auto Finance, 736 F.3d 880, 885 (9th Cir. 2013)
- Margayan v. Nissan North America, Inc., No. CV 25-5653 PA (MBKX), 2025 WL 1819741, at *2 (C.D. Cal. July 1, 2025)
- Chavarin v. General Motors LLC, No. 2:25-CV-06852 HDV-MBK, 2025 WL 3030875, at *3 (C.D. Cal. Oct. 29, 2025)

- Canesco v. Ford Motor Co., 570 F. Supp. 3d 872, 886 (S.D. Cal. 2021)
- Alonso v. Mercedes-Benz USA LLC, No. 2:25-CV-00934 MWC (AGRX), 2025 WL 980146, at *2 (C.D. Cal. Mar. 31, 2025)
- Lukas v. General Motors, LLC, No. 2:25-CV-08305-WLH-MAA, 2025 WL 3456648, at *5 (C.D. Cal. Dec. 1, 2025)
- Wang v. FCA US LLC, No. 8:24-CV-02060-JWH-KES, 2025 WL 1218745, at *2 (C.D. Cal. Apr. 28, 2025)
- Crescencio v. Ford Motor Co., No. CV 24-10946-MWF (BFMX), 2025 WL 1122096, at *1 (C.D. Cal. Apr. 9, 2025)
- Larios v. Nissan North America, Inc., No. 2:25-CV-05095-AJR, 2025 WL 2402250, at *5 (C.D. Cal. Aug. 16, 2025)
- Keys v. Sam's West, Inc., No. 222CV00071JCMBNW, 2022 WL 5264898, at *2 (D. Nev. May 31, 2022)

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