

**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

OPINION

1 2 3 4 5 6 UNITED STATES DISTRICT COURT 7 CENTRAL DISTRICT OF CALIFORNIA 8
9 10 MARTHA P. RAMIREZ-MARTINEZ, Case No. 2:25-cv-04744-MAR 11 Plaintiff, 12 v.
ORDER GRANTING MOTION TO REMAND, DKT. 14 13 NISSAN NORTH AMERICA, INC.,
14 Defendant. 15 16 I. 17 SUMMARY OF ORDER 18 Plaintiff Martha P. Ramirez-Martinez
("Plaintiff") filed the instant action in Los 19 Angeles County Superior Court on June 20, 2024.

ECF Docket No. ("Dkt.") 1-1. 20 Defendant removed the matter to this Court nearly one year
later, on May 27, 2025. 21 Plaintiff now moves to remand to state court, arguing that Defendant's
removal was 22 untimely. Dkt. 14.

For the reasons stated below, the motion is GRANTED. 23 II. 24 BACKGROUND 25 On June
20, 2024, Plaintiff filed a complaint in Los Angeles County Superior 26 Court alleging violations
of California's Song-Beverly Consumer Warranty Act, 27 California Civil Code Sections 1790-
1795.8. Complaint ("Compl."), Dkt. 1-1 at 3. 1 Defendant's vehicle warranty. Id. ¶ 5.

Plaintiff further alleged that the car developed 2 at least six different defects, and that Defendant
was unable or failed to repair the 3 defects within a reasonable number of attempts. Id. ¶¶ 11–12.
The Complaint did 4 not state the amount Plaintiff paid for the car, but did allege that "[t]he total
amount 5 paid and payable, incidental and consequential damages and civil penalties exceeds 6
\$35,000." Id. ¶ 6.

In the prayer for relief, the Complaint sought actual damages, 7 restitution, "a civil penalty in the
amount of two times Plaintiff's actual damages," 8 consequential and incidental damages,
attorneys' fees, and prejudgment interest. Id. at 9 9. 10 The case proceeded in state court.

On September 20, 2024, pursuant to a state 11 court discovery order, Plaintiff produced several
documents to Defendant, including 12 the vehicle Retail Installment Sale Contract ("RISC"),
several repair orders, and 13 Plaintiff's California vehicle registration. Dkt. 14-1, Declaration of
Lara F. Rogers at ¶ 14 11, Ex. 5.

The RISC, Plaintiff's registration, and several of the repair orders also 15 included Plaintiff's
California address. Id. Each repair order also indicated how many 16 miles were on Plaintiff's
vehicle each time she brought the vehicle in for repairs. Id. 17 at 136–147. 18 The case continued

in state court, during which time the court held multiple 19 status and case management conferences.

Dkt. 1-3. On April 11, 2025, the state 20 court issued a trial preparation order. Id. Soon after, however, on May 27, 2025, 21 Defendant removed the matter to this Court, asserting that “[i]n the last 30 days, 22 Nissan... conducted a preliminary investigation and determined that Plaintiff’s 23 citizenship and the reasonable, non-speculative estimation of the amount in 24 controversy placed at issue through Plaintiff’s allegations plausibly give rise to subject 25 matter jurisdiction.” Dkt.

1 (“Notice of Removal”) at 2. 26 Plaintiff now moves to remand to state court. 27 /// 1 III. 2 LEGAL STANDARD 3 District courts have original diversity jurisdiction over “all civil actions where 4 the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest 5 and costs, and is between citizens of different States.” 28 U.S.C. § 1332(a).

A 6 defendant may remove a case from state court to federal court if the case could have 7 originally been filed in federal court. See 28 U.S.C. § 1441(a). The case must, 8 however, be remanded to state court if, at any time before final judgment, it appears 9 that the federal court lacks subject matter jurisdiction. See 28 U.S.C. § 1447(c); Int’l 10 Primate Prot.

League v. Adm’rs of Tulane Educ. Fund, 500 U.S. 72, 87 (1991). 11 Federal courts “strictly construe the removal statute against removal jurisdiction,” 12 such that any doubt as to the propriety of removal is resolved in favor of remanding 13 the case to state court. Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992). A 14 removing defendant bears the burden of proving federal jurisdiction.

See Luther v. 15 Countrywide Home Loans Servicing, LP, 533 F.3d 1031, 1034 (9th Cir. 2008); Gaus, 16 980 F.2d at 566. 17 IV. 18 DISCUSSION 19 In general, a defendant seeking to remove a state case to federal court must file 20 a notice of removal within thirty days of receiving the state court complaint. 28 21 U.S.C. § 1446(b)(1). 28 U.S.C. § 1446(b)(1) (“The notice of removal... shall be filed 22 within 30 days after the receipt... of the initial pleading.”).

But where the allegations 23 of an initial complaint are not sufficient to establish removability, the statute provides 24 a “second pathway to removal” upon later “receipt by the defendant... of an 25 amended pleading, motion, order or other paper from which it may first be 26 ascertained that the case is one which is or has become removable.” Dietrich v. 27 Boeing Co., 14 F.4th 1089, 1090 (9th Cir.

2021); 28 U.S.C. § 1446(b)(3). In such 1 instances, the defendant must file a notice of removal within thirty days of receipt of 2 any such document establishing removability. 28 U.S.C. § 1446(b)(3).1 Although this 3 time limit is not jurisdictional, it “is mandatory[,] and a timely objection to a late 4 petition will defeat removal.” Fristoe v. Reynolds Metals Co., 615 F.2d 1209, 1212 5 (9th Cir.

1980) 6 Here, there is no dispute that Defendant did not file a notice of removal until 7 nearly a year after receipt of the initial pleading, far too late to avail itself of the “first 8 pathway to removal” pursuant to 18 U.S.C. § 1446(b)(1). Dietrich, 14 F.4th at 1090. 9 The question, however, “is at what point the removal clock began to run on the 10 second pathway.

That is, at what point could [removability] first be ascertained from an 11 amended pleading, motion, order, or other paper?” Id. at 1093 (emphasis original). 12 Defendant contends that the second pathway clock was never triggered, as 13 Defendant never received any “singular” pleading or other paper from which 14 removability could be ascertained.

As an initial matter, Defendant’s unsupported 15 assertion that removability must be apparent from a “singular paper triggering the 30- 16 day window for removal” is not well-taken. Opposition at 1:8. Defendant does not 17 cite to, nor is the Court aware of, any authority for the proposition that all the 18 information necessary to establish removability (here, the amount in controversy and 19 the citizenship of the plaintiff) must be contained within a single document.

By 20 21 22 1 “Beyond those two deadlines, a defendant may remove a case where it could have demonstrated removability earlier based on its knowledge beyond the pleadings.” Gomez v. Nissan N. Am., Inc., 23 No. 2:24-CV-09020-SVW, 2025 WL 26368, at *2 (C.D. Cal. Jan. 3, 2025) (quoting Kuxhausen v. BMW Fin. Servs. NA LLC, 707 F.3d 1136, 1141 n.3 (9th Cir. 2013) (internal quotation marks 24 omitted); see also Roth v. CHA Hollywood Med.

Ctr., L.P., 720 F.3d 1121, 1123 (9th Cir. 2013) (“[T]hese two periods do not otherwise affect the time during which a defendant may remove.”) 25 (emphasis original). 26 27 1 Defendant’s logic, if a plaintiff’s initial complaint established the complete diversity of 2 the parties, but was silent as to the amount in controversy, and a subsequent 3 document later clarified that the amount in controversy unequivocally exceeded the 4 jurisdictional threshold, but was itself silent as to the plaintiff’s citizenship, the thirty- 5 day clock under 18 U.S.C. § 1446(b)(3) would not be triggered, leaving a defendant 6 free to remove the case to federal court at any later time of defendant’s choosing.

7 Such a result would fly in the face of fairness, common sense, and judicial economy, 8 let alone the strict construction of Section 1446 against removal jurisdiction. The 9 Court therefore proceeds to examine whether Defendant filed its notice of removal 10 within thirty days of receipt of any paper that, cumulatively with any prior-received 11 pleading or other document, made removability “unequivocally clear and certain.” 12 See Dietrich, 14 F.4th at 1093-94; see also, e.g., Keys v. Sam’s W., Inc., No. 13 222CV00071JCMBNW, 2022 WL 5264898, at *2 (D.

Nev. May 31, 2022) (post- 14 complaint settlement demand sufficient to establish amount in controversy and trigger 15 30-day clock). 16 A. COMPLETE DIVERSITY OF THE PARTIES 17 For this Court’s diversity jurisdiction to have been sufficiently apparent, it must 18 have been

clear that (1) Plaintiff's citizenship differed from that of Defendant, a 19 Delaware corporation with its principal place of business in Tennessee, and (2) the 20 amount in controversy exceeded \$75,000.

28 U.S.C. § 1332(a). State citizenship is 21 dependent on a person's "state of domicile, not her state of residence." *Kanter v. 22 Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). "A person's domicile is her 23 permanent home, where she resides with the intention to remain or to which she 24 intends to return." *Id.* However, "[a]t minimum, a person's residence constitutes 25 some evidence of domicile." *Adams v. W. Marine Prod., Inc.*, 958 F.3d 1216, 1221 26 (emphasis original).

Thus, "[w]hile residency is distinct from domicile, the Supreme 27 Court and numerous other courts have treated a person's residence as prima facie 1 evidence of his domicile." *Mpock v. FCA US LLC*, No. 121CV00330NONESAB, 2 2021 WL 5356472, at *5 (E.D. Cal. Nov. 17, 2021). Indeed, some courts have gone 3 so far as to conclude that, "[f]or purposes of removal based on diversity of 4 citizenship, a plaintiff's state of residence is presumptively considered to be their state 5 of citizenship." *Covarrubias v. Ford Motor Co.*, No. 2:25-CV-00328-JLS-MAA, 2025 6 WL 907544, at *3 (C.D.

Cal. Mar. 24, 2025) (citing *Bradley Min. Co. v. Boice*, 194 7 F.2d 80, 84 (9th Cir. 1951) and *Adams*, 958 F.3d at 1221) ("A party... may rely on 8 the presumption of continuing domicile, which provides that once established, a 9 person's state of domicile continues unless rebutted.") (quoting *Mondragon v. Cap. 10 One Auto Fin.*, 736 F.3d 880, 885 (9th Cir. 2013); but see *Margayan v. Nissan N. Am., 11 Inc.*, No. CV 25-5653 PA (MBKX), 2025 WL 1819741, at *2 (C.D.

Cal. July 1, 2025) 12 (declining to apply presumption); *Chavarin v. Gen. Motors LLC*, No. 2:25-CV-06852- 13 HDV-MBK, 2025 WL 3030875, at *3 (C.D. Cal. Oct. 29, 2025) (same). Applying 14 similar logic, courts have looked to RISCs and state drivers' licenses as sufficient 15 evidence of state citizenship. See, e.g., *Canesco v. Ford Motor Co.*, 570 F. Supp. 3d 16 872, 886 (S.D.

Cal. 2021); *Alonso v. Mercedes-Benz USA LLC*, No. 2:25-CV-00934 17 MWC (AGRX), 2025 WL 980146, at *2 (C.D. Cal. Mar. 31, 2025). 18 Here, the Complaint alleged that Plaintiff is a resident of California. Compl. ¶ 19 2.

Moreover, it is undisputed that Plaintiff served the vehicle RISC, her current 20 registration, and numerous repair orders on Defendant on September 20, 2024, and 21 that several of these documents included Plaintiff's California address. Opposition at 22 9; Dkt. 14-1, Rogers Decl. at ¶ 11, Ex. 5.

Thus, when considered in conjunction with 23 the Complaint's allegation of Plaintiff's California residency, which served as at least 24 "some evidence" of her California citizenship, the additional

information in the RISC, 25 repair orders, and registration was sufficient to make clear that Plaintiff was indeed a 26 citizen of California. Defendant, therefore, could have ascertained no later than 27 September 20, 2024 that Plaintiff's citizenship was and is diverse from Defendant's.

1 B. AMOUNT IN CONTROVERSY 2 Even if the parties' diversity of citizenship was clear well before Defendant 3 filed the Notice of Removal on May 27, 2025, the question remains whether the 4 amount in controversy was similarly ascertainable more than 30 days prior to 5 Defendant's removal. Plaintiff's Complaint sought, among other things, actual 6 damages, civil penalties, attorney's fees, and prejudgment interest.

Compl. at 9. 7 "Actual damages under the Song-Beverly Act are equal to the actual price paid or 8 payable by the buyer, minus the reduction in value directly attributable to use by the 9 buyer." *Lukas v. Gen. Motors, LLC.*, No. 2:25-CV-08305-WLH-MAA, 2025 WL 10 3456648, at *5 (C.D. Cal. Dec. 1, 2025) (quoting Cal. Civ. Code § 1793.2(d)(2)(B)–(C) 11 (internal quotation marks omitted)).

A plaintiff who shows a willful violation of the 12 Song-Beverly Act may recover a civil penalty of up to two times the amount of actual 13 damages. Cal. Civ. Code § 1794(c). A prevailing plaintiff is also entitled to attorney's 14 fees. Cal. Civ. Code § 1794(d). 15 The RISC indicates a total sale price for the vehicle of \$40,675.76. Rogers 16 Decl. at 128.

As stated above, Plaintiff also produced several repair orders, the latest 17 of which appears to be an August 12, 2024 invoice indicating that the vehicle had 18 35,979 miles on it when brought in for service. Rogers Decl., Ex. 5 at 148. Mileage 19 bears on actual damages insofar as it translates to a reduction in a vehicle's value 20 attributable to a "buyer prior to the time the buyer first delivered the vehicle... for 21 correction of the problem that gave rise to the [warranty dispute]." Cal. Civ.

Code § 22 1793.2(d)(2)(C). By statute, that reduction in value is calculated "by multiplying the 23 actual price of the new motor vehicle... by a fraction having as its denominator 24 120,000 and having as its numerator the number of miles traveled." 25 Id. Thus, the 25 26 27 2 "The Ninth Circuit has held that § 1446(b)(1) requires a defendant to apply a reasonable amount of intelligence in ascertaining removability[,] and that multiplying 1 higher the mileage, the higher the reduction in value, and the lower a plaintiff's actual 2 damages.

Here, even assuming that the last, August 12, 2024 repair attempt was the 3 first delivery of the vehicle for repairs, the 35,979-mile figure yields a reduction in 4 value of \$12,195.61, and a resulting actual damages figure of 28,480.15. 5 Those damages alone do not cross the jurisdictional threshold. Plaintiff's 6 Complaint, however, also sought civil penalties of up to two times Plaintiff's actual 7 damages. "The Ninth Circuit routinely considers civil penalties when deciding 8 whether the amount-in-controversy requirement has been satisfied, including in Song-

9 Beverly cases.” Wang v. FCA US LLC, No. 8:24-CV-02060-JWH-KES, 2025 WL 10 1218745, at *2 (C.D.

Cal. Apr. 28, 2025) (collecting cases). Defendant nevertheless 11 appears to suggest that civil penalties should not be considered here because, without 12 a reasonable estimation of actual damages, “civil penalties are speculative.” Opp. at 13 12:26. Defendant appears to contend that because the Complaint is ambiguous as to 14 actual damages, it follows that “the Complaint is indeterminate as to civil penalties.” 15 Opp. at 14:15.

Defendant’s blinkered focus on the Complaint alone, however, 16 reflects a misplaced reliance on “first pathway” cases concerning removability on the 17 basis of an initial pleading, without reference to any subsequent “other paper,” and a 18 seemingly willful blindness to information contained in the RISC and the repair 19 20 WLH-MAR, 2024 WL 3879142, at *3 (C.D.

Cal. Aug. 20, 2024) (quoting Kuxhausen, 21 707 F.3d at 1140) (internal quotation marks omitted). $3 \ 40,675.76 \times (35,979/120,000) = 12,195.61$. The purchase price of \$40,675.76 minus 22 a reduction in value of \$12,195.61 equals an actual damages value of \$28,480.15.

Although Plaintiff’s Reply makes reference to a 51,990 mile figure as well, the source 23 of that number is unclear. Reply at 5:7. Moreover, although Plaintiff contends that even that higher mileage number would yield a repurchase value of at least \$27,957.95, 24 it is unclear how Plaintiff arrives at that figure. Neither Plaintiff’s motion nor her Reply list a purchase price.

Continuing to draw, therefore, from the RISC, $40,675.76 \ 25 \times (51,990/120,000) = 17,622.77$. A reduction of the \$40,675.76 purchase price by \$17,622.77 would yield \$23,052.99, not \$27,957.95. And although Defendant suggests 26 that additional offsets may apply (Opp. at 15:15), neither party provides any specific figure or source for any such potential offset.

See Larios v. Nissan N. Am., Inc., No. 27 2:25-CV-05095-AJR, 2025 WL 2402250, at *5 (C.D. Cal. Aug. 16, 2025) (discussing 1 | orders. See, e.g., Crescencio v. Ford Motor Co., No. CV 24-10946-MWF (BFMX), 2 | 2025 WL 1122096, at *1 (C_D. Cal. Apr. 9, 2025) (analyzing whether complaint alone 3 | established removability); Opp. at 15:9-12 (“[B]ecause the Complaint is indeterminate 4 | as to each component of Plaintiff’s alleged damages,... service of the Complaint did 5 | not trigger Nissan’s duty to remove within 30 days.”) (emphases added).

As discussed 6 | above, however, the RISC and the repair orders provide sufficient basis to conduct an 7 | actual damages calculation. Whether the Complaint does so, therefore, is of no 8 | moment. Given the estimate of actual damages made possible by the RISC and the 9 | repair orders, the civil penalty Plaintiff seeks should also be considered in calculating 10 | the amount in controversy.

Taking that penalty into account yields a figure of 11 | \$85,440.45, an amount sufficient to establish the requisite amount in controversy and 12 | trigger removability. 13 V. 14 CONCLUSION AND ORDER 15 Even putting aside Plaintiff's prayer for attorney's fees and prejudgment 16 | interest, it was unequivocally certain as of September 20, 2024 that this case was 17 | removable to federal court.

Defendant's May 27, 2025 removal was therefore far 18 | outside the 30-day window set forth by 28 U.S.C. § 1446(b)(3). Because Defendant's 19 | removal was untimely, Plaintiff's Motion to Remand is GRANTED. 20 IT IS THEREFORE ORDERED: 21 This action is REMANDED to Los Angeles County Superior Court. 22 23 | Dated: December 16, 2025 24 HONORABLE MARGO A. ROCCONI 95 United States Magistrate Judge 26 27 28