

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Celeste Renee Perea v. General Motors LLC et al.

Perea v. General Motors LLC · No. 2:25-cv-07372-AH-(AJRx) · Decided October 30, 2025

SUMMARY

The United States District Court for the Central District of California denied Plaintiff Celeste Renee Perea’s motion to remand her Song-Beverly Consumer Warranty Act and Magnuson-Moss Warranty Act action against General Motors LLC. The court held that removability was not ascertainable from the initial complaint because the applicable amount-in-controversy requirements were not apparent, and concluded that General Motors timely removed the action based on subsequently determined damages and diversity jurisdiction. The court also denied Plaintiff’s request for attorney’s fees.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Anne Hwang
JURISDICTION	United States District Court for the Central District of California
DECIDED	October 30, 2025
DOCKET	2:25-cv-07372-AH-(AJRx)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to remand an action that Defendant removed from California state court based on diversity jurisdiction. The district court denied the motion.
STANDARD OF REVIEW	A motion to remand based on an alleged procedural defect in removal is evaluated under the removal statutes. The removing defendant bears the burden of establishing federal jurisdiction, and the court determines removability from the relevant pleadings and papers under the applicable statutory deadlines.
PRECEDENTIAL VALUE	Unpublished district court order; nonprecedential except as permitted by applicable rules.
PARTIES	Celeste Renee Perea v. General Motors LLC

TOPICS

subject matter jurisdiction

civil procedure

consumer protection

remedies

attorney fees

PRACTICE AREAS

Civil procedure

Federal jurisdiction

Consumer warranty law

Removal and remand

QUESTIONS PRESENTED

1. Whether General Motors's removal was untimely because the initial complaint allegedly made federal-question or diversity jurisdiction apparent.
2. Whether the Magnuson-Moss Warranty Act claim alone established federal jurisdiction without an ascertainable amount in controversy of at least \$50,000.
3. Whether the complaint and civil case cover sheet made an amount in controversy exceeding \$75,000 ascertainable for diversity jurisdiction.
4. Whether Plaintiff was entitled to remand or attorney's fees.

HOLDINGS

1. The mere pleading of a Magnuson-Moss Warranty Act claim does not establish federal jurisdiction because the Act bars a claim under 15 U.S.C. § 2310(d)(1)(B) when the amount in controversy is less than \$50,000, exclusive of interest and costs.
2. The complaint and civil case cover sheet did not make an amount in controversy exceeding \$75,000 ascertainable for the Song-Beverly claims or exceeding \$50,000 for the Magnuson-Moss claim.
3. The removal was timely because no pleading, motion, order, or other paper had made a ground for removal unequivocally clear and certain before General Motors removed the action.
4. Remand and Plaintiff's request for attorney's fees were denied because General Motors timely removed and plausibly alleged diversity jurisdiction.

KEY QUOTATIONS

“Federal courts are courts of limited jurisdiction.” (at 2)

“Notice ‘of removability under § 1446(b) is determined through examination of the four corners of the applicable pleadings, not through subjective knowledge or a duty to make further inquiry.’” (at 2)

“The ‘removal clock [under § 1446(b)(3)] does not start until a paper makes a ground for removal ‘unequivocally clear and certain.’” (at 2)

“although Defendant may have been able to conduct its own independent investigation into Plaintiff’s actual damages, Defendant was not required to do so at any point because no deadline had triggered.” (at 4)

FACTUAL BACKGROUND

Perea purchased a motor vehicle on or about May 27, 2023, received express warranties, and alleged that the vehicle developed engine and other defects. She alleged that General Motors and its authorized repair facilities failed to repair the vehicle after a reasonable number of opportunities. The complaint sought relief under the

Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, but did not state figures from which the amount in controversy could be determined. General Motors later produced an invoice showing a suggested retail price of \$51,825 and, after investigation, estimated actual damages at \$79,998.44.

PROCEDURAL HISTORY

Perea filed suit in Los Angeles County Superior Court on March 27, 2025, asserting claims under the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act. General Motors filed an answer on May 16, 2025, and removed the action on August 8, 2025, after producing an invoice reflecting a suggested retail price of \$51,825. Plaintiff moved to remand on September 5, 2025. After hearing oral argument on October 29, 2025, the district court denied the motion and denied the request for attorney's fees.

DISPOSITION

other

CASES CITED

- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994)
- Harris v. Bankers Life & Cas. Co., 425 F.3d 689, 690-91, 694 (9th Cir. 2005)
- Kuxhausen v. BMW Fin. Servs. NA LLC, 707 F.3d 1136, 1140-41 (9th Cir. 2013)
- Dietrich v. Boeing Co., 14 F.4th 1089, 1091, 1093 (9th Cir. 2021)
- Roth v. CHA Hollywood Med. Ctr., L.P., 720 F.3d 1121, 1125 (9th Cir. 2013)
- Whitaker v. Am. Telecasting, Inc., 261 F.3d 196, 206 (2d Cir. 2001)
- Smith v. Mylan Inc., 761 F.3d 1042, 1045 (9th Cir. 2014)
- Fristoe v. Reynolds Metals Co., 615 F.2d 1209, 1212 (9th Cir. 1980)
- Shoner v. Carrier Corp., 30 F.4th 1144, 1147 (9th Cir. 2022)
- Lopez v. Gen. Motors, LLC, 2025 WL 2629545, at *2 (C.D. Cal. Sept. 11, 2025)
- Romo v. FFG Ins. Co., 397 F. Supp. 2d 1237, 1239-40 (C.D. Cal. 2005)
- Dart Cherokee Basin Operating Co., LLC v. Owens, 574 U.S. 81, 89 (2014)