

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Teshaun Deberry v. Mercedes-Benz USA, LLC et al.

Deberry · No. 5:25-cv-00779-DOC-SHK · Decided May 28, 2025

SUMMARY

The United States District Court for the Central District of California granted Plaintiff Teshaun Deberry’s motion to remand a vehicle warranty action to the Superior Court of California, County of Riverside. The court held that Mercedes-Benz USA, LLC’s removal based on the Magnuson-Moss Warranty Act claim was untimely because the thirty-day removal period began when Defendant received the First Amended Complaint on February 4, 2025. The court concluded that the Magnuson-Moss Act’s \$50,000 amount-in-controversy requirement was satisfied, but remanded the case based on the procedural defect.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	David O. Carter
JURISDICTION	United States District Court for the Central District of California
DECIDED	May 28, 2025
DOCKET	5:25-cv-00779-DOC-SHK
DISPOSITION	remanded
PROCEDURAL POSTURE	Plaintiff moved to remand an action removed from the Superior Court of California, County of Riverside, arguing that removal was untimely and that the amount-in-controversy requirement for the Magnuson-Moss Warranty Act was not satisfied.
STANDARD OF REVIEW	Removal statutes are strictly construed against removal jurisdiction; the removing party bears the burden of establishing that removal is proper. Procedural removal defects are evaluated under 28 U.S.C. § 1446, and lack of subject-matter jurisdiction may be raised at any time.
PRECEDENTIAL VALUE	unpublished district court opinion; persuasive authority only
PARTIES	Teshaun Deberry v. Mercedes-Benz USA, LLC, Walter's Mercedes-Benz of Riverside, Does 1 through 50

TOPICS

subject matter jurisdiction

civil procedure

consumer protection

breach of contract

contracts

PRACTICE AREAS

civil procedure

removal and remand

consumer protection

warranty law

contracts

QUESTIONS PRESENTED

1. Whether Defendant's March 26, 2025 notice of removal was timely when Plaintiff's first amended complaint adding a federal Magnuson-Moss claim was filed and received on February 4, 2025, after Defendant had already been served with the initial summons.
2. Whether the Magnuson-Moss Warranty Act's minimum amount-in-controversy requirement of \$50,000 was satisfied.

HOLDINGS

1. When a defendant has been served with the initial summons and subsequently receives an amended complaint that first establishes removability, the thirty-day removal period under 28 U.S.C. § 1446(b)(3) begins upon receipt of the amended complaint. Defendant's removal on March 26, 2025, more than thirty days after receipt of the February 4, 2025 first amended complaint, was untimely.
2. The Magnuson-Moss Warranty Act's minimum amount-in-controversy requirement was satisfied because the vehicle's total contract price was \$65,733.52, exceeding the statutory minimum of \$50,000.

KEY QUOTATIONS

“Under this statute, a “named defendant’s time to remove is triggered by simultaneous service of the summons and complaint, or receipt of the complaint ‘through service or otherwise,’ after and apart from service of the summons, but not by mere receipt of the complaint unattended by any formal service.”” (4)

“Federal jurisdiction must be rejected if there is any doubt as to the right of removal, and the defendant always bears the burden of establishing that removal is proper.” (5)

“The Court holds that Defendant was on sufficient notice to start the thirty-day removal period on receipt of the FAC on February 4, 2025, because it had already been initially served with Summons in January and failed to raise an objection to service therein.” (9)

FACTUAL BACKGROUND

Plaintiff purchased a pre-owned 2023 Mercedes-Benz GLA 45 AMG for \$65,733.52. He alleged that the vehicle was delivered with, and later developed, multiple defects and nonconformities, including warning lights, speaker problems, noises, and shaking while stopping. Plaintiff alleged that repeated repair attempts during the warranty period did not adequately correct the defects and asserted claims under the Song-Beverly Act, the Magnuson-Moss Warranty Act, and California law.

PROCEDURAL HISTORY

Plaintiff filed the action in Riverside County Superior Court on December 30, 2024, and served defendants with the summons on January 6 and 8, 2025. Plaintiff filed a first amended complaint adding a Magnuson-Moss Warranty Act claim on February 4, 2025; Defendant answered on February 6, 2025, and removed the action on March 26, 2025. Plaintiff moved to remand on April 25, 2025. The district court granted the motion and remanded the case to state court.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The case was remanded to the Superior Court of California, County of Riverside. The hearing set for June 2, 2025, on the motion to remand was vacated, and the Clerk was directed to serve the minute order on the parties.

CASES CITED

- Harris v. Bankers Life & Cas. Co., 425 F.3d 689 (9th Cir. 2005)
- Mayes v. Am. Hallmark Ins. Co. of Tex., 114 F.4th 1077 (9th Cir. 2024)
- Lovern v. General Motors Corp., 121 F.3d 160 (4th Cir. 1997)
- Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc., 526 U.S. 344 (1999)
- Lee v. City of Beaumont, 12 F.3d 933 (9th Cir. 1993)
- Emrich v. Touche Ross & Co., 846 F.2d 1190 (9th Cir. 1988)
- Lewis v. City of Fresno, 627 F. Supp. 2d 1179 (E.D. Cal. 2008)
- United States ex rel. Walker v. Gunn, 511 F.2d 1024 (9th Cir. 1975)
- Gaus v. Miles, Inc., 980 F.2d 564 (9th Cir. 1992)
- Boggs v. Lewis, 863 F.2d 662 (9th Cir. 1988)
- Takeda v. Northwestern Nat'l Life Ins. Co., 765 F.2d 815 (9th Cir. 1985)
- Nishimoto v. Federman-Bachrach & Assocs., 903 F.2d 709 (9th Cir. 1990)
- Gonzalez v. Crosby, 545 U.S. 524 (2005)
- Steel Co. v. Citizens for a Better Env't, 523 U.S. 83 (1998)
- Smith v. Mylan Inc., 761 F.3d 1042 (9th Cir. 2014)
- Kelton Arms Condo. Owners Ass'n, Inc. v. Homestead Ins. Co., 346 F.3d 1190 (9th Cir. 2003)
- Ethridge v. Harbor House Rest., 861 F.2d 1389 (9th Cir. 1988)
- Lucente S.P.A. v. Apik Jewelry, Inc., No. CV-07-04005, 2007 WL 7209938, at *4 (C.D. Cal. Oct. 3, 2007)
- Sullivan v. Conway, 157 F.3d 1092 (7th Cir. 1998)
- Disher v. Citigroup Glob. Mkts., Inc., 487 F. Supp. 2d 1009 (S.D. Ill. 2007)
- Culberson v. Walt Disney Parks & Resorts, No. 2:15-cv-05177-SVW-PLA, 2015 WL 5796997, at *4 (C.D. Cal. Sept. 30, 2015)
- Jensen v. State Farm Fire & Cas. Co., No. 3:22-cv-486-JR, 2022 WL 17658223, at *3-4 (D. Or. Aug. 1, 2022)

- Santiago v. Tri City Med. Ctr., No. 10cv1194, 2010 WL 4316959, at *1-2 (S.D. Cal. Oct. 25, 2010)
- Universal Semiconductor, Inc. v. Vo, No. 5:16-cv-04778-EJD, 2017 WL 2717, at *2 (N.D. Cal. Feb. 9, 2017)
- Webster v. Sunnyside Corp., 836 F. Supp. 629 (S.D. Iowa 1993)
- Harriman v. Liberian Maritime Corp., 204 F. Supp. 205 (D. Mass. 1962)
- Bezy v. Floyd Cnty. Plan Comm'n, 199 F.R.D. 308 (S.D. Ind. 2001)
- Miller v. Stauffer Chemical Co., 527 F. Supp. 775 (D. Kan. 1981)

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