

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Bruce Patrick Baxter et al. v. General Motors LLC et al.

Baxter v. General Motors LLC · No. CV 25-07278-MWF (AJRx) · Decided October 31, 2025

SUMMARY

The Central District of California denied Plaintiffs’ motion to remand their Song-Beverly Consumer Warranty Act and Magnuson-Moss Warranty Act action against General Motors LLC. The court held that removal was timely because the amount in controversy was not unequivocally clear and certain from the complaint, and it further concluded that the estimated actual damages, statutory civil penalties, and attorneys’ fees exceeded the jurisdictional threshold. Plaintiffs’ request for attorneys’ fees was denied as moot.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Michael W. Fitzgerald
JURISDICTION	United States District Court for the Central District of California
DECIDED	October 31, 2025
DOCKET	CV 25-07278-MWF (AJRx)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved to remand an action removed from Los Angeles County Superior Court based on diversity jurisdiction. The district court denied the motion and denied the request for attorneys' fees as moot.
STANDARD OF REVIEW	The removing defendant bears the burden of establishing that removal is proper, and doubts concerning subject matter jurisdiction are resolved in favor of remand. Timeliness of removal is determined from whether the initial pleading or another paper made removability unequivocally clear and certain.
PRECEDENTIAL VALUE	unpublished district court order; limited precedential value

TOPICS

- subject matter jurisdiction
- civil procedure
- consumer protection
- damages
- remedies

PRACTICE AREAS

civil procedure

removal and remand

consumer warranty litigation

federal jurisdiction

QUESTIONS PRESENTED

1. Whether GM's removal was untimely because the complaint made the amount in controversy and removability ascertainable within the initial 30-day removal period.
2. Whether the amount in controversy satisfied the requirements for diversity jurisdiction and Magnuson-Moss jurisdiction, including through Song-Beverly civil penalties and attorneys' fees.
3. Whether plaintiffs were entitled to attorneys' fees and costs under 28 U.S.C. § 1447(c) based on the removal.

HOLDINGS

1. The complaint did not make the amount in controversy unequivocally clear and certain, so it did not trigger the 30-day deadline for removal under 28 U.S.C. § 1446(b)(1).
2. The amount in controversy exceeded the applicable jurisdictional threshold because GM's estimated actual damages, together with the maximum Song-Beverly civil penalty alleged and sought by plaintiffs, totaled \$185,826.90.
3. Plaintiffs were not entitled to attorneys' fees and costs under 28 U.S.C. § 1447(c) because the removal was timely and proper.

KEY QUOTATIONS

“The “removal clock does not start until a paper makes a ground for removal ‘unequivocally clear and certain.’” (Section III.A)

“But neither should a plaintiff be able to prevent or delay removal by failing to reveal information showing removability and then objecting to removal when the defendant has discovered that information on its own.” (Section III.A)

FACTUAL BACKGROUND

Plaintiffs purchased a 2023 Cadillac XT5 manufactured by General Motors and received various warranties. They alleged that electrical and other defects manifested in the vehicle and that GM failed to repair the defects in conformity with its warranties. Their complaint asserted claims under the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, alleged willful violations, and sought actual damages, civil penalties, and attorneys' fees.

PROCEDURAL HISTORY

Plaintiffs commenced the Song-Beverly Consumer Warranty Act and Magnuson-Moss Warranty Act action in Los Angeles County Superior Court on March 25, 2025. General Motors LLC removed the action to the Central District of California on August 6, 2025, asserting diversity jurisdiction. Plaintiffs moved to remand; after briefing, the court vacated the hearing and decided the motion on the papers.

DISPOSITION

other

CASES CITED

- Abrego Abrego v. Dow Chem. Co., 443 F.3d 676, 684 (9th Cir. 2006) (per curiam)
- Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992)
- Romo v. FFG Ins. Co., 397 F. Supp. 2d 1237, 1240 (C.D. Cal. 2005)
- Harris v. Bankers Life & Cas. Co., 425 F.3d 689, 694 (9th Cir. 2005)
- Dietrich v. Boeing Co., 14 F.4th 1089, 1091, 1094 (9th Cir. 2021)
- Roth v. CHA Hollywood Med. Ctr., L.P., 720 F.3d 1121, 1125 (9th Cir. 2013)
- Lopez v. General Motors, LLC, No. CV 25-06549-MWF (MAAx), 2025 WL 2629545, at *2, *4 (C.D. Cal. Sept. 11, 2025)
- Zepeda v. Ford Motor Co., No. EDCV 25-01464-MWF (SHKx), 2025 WL 2650358, at *2-*3 (C.D. Cal. Sept. 16, 2025)
- Chavez v. FCA US LLC, No. CV 19-06003-ODW (GJSx), 2020 WL 468909, at *2 (C.D. Cal. Jan. 27, 2020)
- Covarrubias v. Ford Motor Co., No. CV 25-00328-JLS (MAAx), 2025 WL 907544, at *2 (C.D. Cal. Mar. 24, 2025)
- Kuxhausen v. BMW Fin. Servs. NA LLC, 707 F.3d 1136, 1140 (9th Cir. 2013)
- Zamani v. Carnes, 491 F.3d 990, 997 (9th Cir. 2007)
- Carillo v. FCA USA, LLC, 546 F. Supp. 3d 995, 10003 (C.D. Cal. 2021)
- Gibson v. Chrysler Corp., 261 F.3d 927, 945 (9th Cir. 2001)
- Amavizca v. Nissan N. Am., Inc., No. EDCV 22-02256-JAK (KK), 2023 WL 3020489, at *6-*7 (C.D. Cal. Apr. 19, 2023)
- Canesco v. Ford Motor Co., 570 F. Supp. 3d 872, 902 (S.D. Cal. 2021)
- Rahman v. FCA US LLC, No. 2:21-cv-02584-SB (JCx), 2021 WL 2285102, at *2 (C.D. Cal. June 4, 2021)
- Brooks v. Ford Motor Co., No. CV 20-302-DSF (KKx), 2020 WL 2731830, at *2 (C.D. Cal. May 26, 2020)