

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Christopher Thibodeaux v. General Motors LLC, et al.

Thibodeaux v. General Motors LLC · No. 2:25-cv-07105-SSC · Decided October 22, 2025

SUMMARY

The Central District of California denied Plaintiff Christopher Thibodeaux’s motion to remand his Song-Beverly Consumer Warranty Act and Magnuson-Moss Warranty Act action against General Motors LLC and others. The court held that the complaint was indeterminate as to the amount in controversy because it did not state the vehicle’s purchase price or specific damages, so the initial 30-day removal period was not triggered. Defendant’s removal, filed after receiving notice of the actual damages, was therefore timely.

OPINION

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PER CURIAM.

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Case No. 2:25-cv-07105-SSC Date: October 22, 2025 Title Christopher Thibodeaux v. General Motors LLC, et al. Present: The Honorable Stephanie S. Christensen, U.S. Magistrate Judge Teagan Snyder n/a Deputy Clerk Court Reporter / Recorder Attorneys Present for Plaintiffs: Attorneys Present for Defendants: None Present None Present Proceedings: (IN CHAMBERS) Order Denying Motion to Remand (ECF 15) Before the Court is Plaintiff’s motion to remand this action which brings claims under the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act. (ECF 15.) To resolve the motion, the Court must decide whether Defendant timely removed this action to federal court. The Court finds that the amount in controversy was indeterminate in the complaint and thus Defendant’s removal was timely. I Plaintiff Christopher Thibodeaux initially filed this action in Los Angeles County Superior Court on March 18, 2025. (ECF 1-1.) The complaint alleges violations of California’s Song-Beverly Consumer Warranty Act and the federal Magnuson-Moss Warranty Act on the ground that the 2022 Chevrolet Corvette purchased by Plaintiff on or

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controversy, the complaint does not provide the price paid or payable for the vehicle nor any amount associated with the vehicle whatever. The complaint also fails to allege or pray for specific damages. The complaint prays for “actual damages in an amount according to proof[,]” restitution, a “civil penalty in the amount of two times Plaintiff’s actual damages[,]” and attorney’s fees and costs, among other remedies. (Id. at 16.) As to diversity of citizenship, the complaint alleges that Plaintiff is a resident of Los Angeles, California, and that Defendant is incorporated in Delaware and “registered to conduct business in California.” (Id. at 11.) Nearly five months after filing, on August 1, 2025, Defendant removed this action to federal court based on diversity jurisdiction pursuant to 28 U.S.C. § 1332. (ECF 1.) Defendant alleges in its notice of removal that the parties are completely diverse, and that the amount in controversy exceeds \$75,000. (Id. at 3.) In support, Defendant asserts that “Plaintiff’s alleged actual damages are estimated at \$135,347.59, (the purchase price of the subject vehicle less mileage deduction, rebate, and any negative equity).” (Id. at 5.) Defendant also explains that the potential civil penalty sought by Plaintiff could be two times their actual damages, and that “a reasonable estimate of Plaintiff’s attorneys’ fees accumulated up to this point in litigation is \$5,000.” (Id. at 5–6.) And, Defendant contends, “[c]onsidering the combination of actual damages, civil penalties, past, and conservatively 1 In determining whether a civil action is removable on the basis of diversity jurisdiction, the citizenship of defendants sued under fictitious names is disregarded. 28 U.S.C. § 1441(b)(1).

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Defendant's opposition and considers it in ruling on the motion.

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complaint[.]” Id. “[T]he time limit is mandatory and a timely objection to a late petition will defeat removal[.]” *Smith v. Mylan, Inc.*, 761 F.3d 1042, 1045 (9th Cir. 2014) (quoting *Fristoe v. Reynolds Metals Co.*, 615 F.2d 1209, 1212 (9th Cir. 1980)).

III

The parties do not dispute that complete diversity of citizenship exists or that the amount in controversy is satisfied. 3 (ECF 1 at 3–6; 3 While Plaintiff argues that Defendant fails to establish subject matter jurisdiction, Plaintiff also contends that there was no ambiguity as to Plaintiff’s state of citizenship and that the complaint was

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Case No. 2:25-cv-07105-SSC Date: October 22, 2025 Title Christopher Thibodeaux v. General Motors LLC, et al. ECF 15 at 5, 8–10.) The question before the Court is whether satisfaction of the amount in controversy was affirmatively revealed on the face of the complaint such that the 30-day clock began to run at the time Defendant was served. A To answer this question, the Court must first examine the damages that are available under the Magnuson-Moss Warranty Act and the Song-Beverly Consumer Warranty Act, the statutes underlying Plaintiff’s five causes of action. 1 The Magnuson-Moss Act permits “a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under [15 U.S.C. §§ 2301 et seq.], or under a written sufficient for Defendant to allege plausibly satisfaction of the amount in controversy and subject matter jurisdiction. (ECF 15 at 8–11 (“the restitution amount coupled with the demand for civil penalties and attorneys’ fees under the Act . . . make it clear that the instant action was removable[.]”) In his reply, Plaintiff takes issue with Defendant’s estimation of Plaintiff’s potential damages under the Song-Beverly Act, but nowhere does Plaintiff suggest that the amount in controversy is less than or equal to \$75,000. (ECF 19 at 6–8.) To the extent Plaintiff argues that Defendant has not met its burden to show subject matter jurisdiction for removal, the Court disagrees. Defendant’s notice of removal, along with Plaintiff’s complaint, establish that complete diversity of citizenship and satisfaction of the amount in controversy are, more likely than not, met. (ECF 1 at 3–6; ECF 1-1 at 11.)

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specify the appropriate measure and type of damages that are available, “courts, including the Ninth Circuit, have turned to the applicable state law to determine what remedies are available under the Act, which of necessity informs the potential amount in controversy.” *Romo v. FFG Ins. Co.*, 397 F. Supp. 2d 1237, 1239 (C.D. Cal. 2005) (citing *Kelly*, 377 F.3d. at 1039). Here, the relevant state warranty law is the Song-Beverly Act. See *id.* 2 The Song-Beverly Act, in turn, provides for restitution “in an amount equal to the actual price paid or payable by the buyer, including any charges for transportation and manufacturer-installed options, but excluding nonmanufacturer items installed by a dealer or the buyer, and including any collateral charges such as sales or use tax, license fees, registration fees, and other official fees, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs

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Case No. 2:25-cv-07105-SSC Date: October 22, 2025 Title Christopher Thibodeaux v. General Motors LLC, et al. value of the vehicle based on the make, model, year, and vehicle identification number in the complaint. (*Id.* at 9.) But the Ninth Circuit made clear in *Kuxhausen* that it is not Defendant’s burden to do so. *Kuxhausen v. BMW Fin. Servs. NA LLC*, 707 F.3d 1136 (9th Cir.

2013). Kuxhausen involved a proposed class action suit against a California automobile dealership, alleging violations of California’s Consumer Legal Remedies Act and Automobile Sales Finance Act. *Id.* at 1138. Invoking the diversity jurisdiction provision of the Class Action Fairness Act of 2005 (CAFA), the defendant removed the case to federal court. *Id.* at 1138–39. The district court granted a remand motion despite the defendant’s claim that the amount in controversy was indeterminate and not stated in the initial complaint. *Id.* at 1139. “Presumably, [the district court] thought that sum was a plausible-enough guess for a case involving German luxury automobiles, perhaps doubly so since [the named plaintiff’s] individual vehicle contract was more than twice that amount.” *Id.* at 1141. The Ninth Circuit rejected this “plausible-enough” reasoning, instead re-emphasizing that “we ‘don’t charge defendants with notice of removability until they’ve received a paper that gives them enough information to remove.” *Id.* (quoting *Durham v. Lockheed Martin Corp.*, 445 F.3d 1247, 1251 (9th Cir. 2006)). The Ninth Circuit explained that “[t]his principle helps avoid a ‘Catch-22’ for defendants desirous of a federal forum. By leaving the window for removal open, it forces plaintiffs to assume the costs associated with their own indeterminate pleadings.” *Id.* Applying this reasoning, it was Plaintiff who failed to allege any specific dollar amount in the complaint. With respect to the Song- Beverly Act causes of action, Plaintiff did not allege “the actual price paid or payable” for the vehicle. Cal. Civ. Code § 1793.2(d)(2)(B).

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Case No. 2:25-cv-07105-SSC Date: October 22, 2025 Title Christopher Thibodeaux v. General Motors LLC, et al. Although the amounts differ, the analysis of the amount in controversy under the Magnuson-Moss Act is the same as the analysis of the amount in controversy for diversity jurisdiction, which turns on the civil damages authorized by the Song-Beverly Act. See *Romo*, 397 F. Supp. 2d at 1239. Thus, the complaint was indeterminate and did not trigger the first 30-day deadline for removal under § 1446(b)(1). Removal upon notice of actual damages was timely. See *Covarrubias v. Ford Motor Co.*, No. 2:25-cv-00328-JLS-MAA, 2025 WL 907544, at *3 (C.D. Cal. Mar. 24, 2025) (“a complaint is indeterminate as to the amount in controversy when that complaint alleges only the approximate value of a vehicle without also providing any information as to the amount actually paid for the vehicle by plaintiff—i.e., the total cash price paid for a purchased, or monthly payments made on a leased, vehicle.”); *Crescencio v. Ford Motor Co.*, Case No. CV 24-10946-MWF (BFMx), 2025 WL 1122096, at *4 (C.D. Cal. Apr. 9, 2025) (same); *Ayad v. Nissan N. Am., Inc.*, Case No. 2:25-cv-4152-RAO, 2025 WL 2490849, at *3 (C.D. Cal. Aug. 29, 2025) (same). Defendant’s removal was timely and the remand motion is DENIED. IT IS SO ORDERED. Initials of Preparer ts