

**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

OPINION

Christopher Thibodeaux v. General Motors LLC, et al.

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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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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receipt of a copy of the initial pleading. 28 U.S.C. § 1446(b)(1). This “first pathway” applies where “the basis for removal is clear from the complaint[.]” *Dietrich v. Boeing Co.*, 14 F.4th 1089, 1090 (9th Cir. 2021). If “it is unclear from the complaint whether the case is removable,” the pleading is “indeterminate.” *Harris*, 425 F.3d at 693. “If no ground for removal is evident in that [initial] pleading, the case is not removable at that stage.” *Id.* at 694 (cleaned up). If the case stated by the initial pleading is not removable, a notice of removal may be filed within 30 days after receipt by the defendant of a copy of an amended pleading, motion, order, or other paper from which it may first be ascertained that the case is one which is or has become removable. 28 U.S.C. § 1446(b)(3). When removability is not apparent from the face of the complaint or ascertainable from a subsequent paper, a defendant may remove a matter based on diversity jurisdiction outside of these two 30-day timelines, but within a year of commencement of the action. See *Roth v. CHA Hollywood Med. Ctr., L.P.*, 720 F.3d 1121, 1125–26 (9th Cir. 2013); 28 U.S.C. § 1446(c). The “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.” *Harris*, 425 F.3d at 694. An initial pleading must affirmatively reveal the ground for removal to trigger the first 30-day clock. *Id.* at 695. The *Harris*

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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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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