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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

JAMES EPPERSON  
  
Plaintiff,  
  
v.  
  
GENERAL MOTORS, LLC, a limited  
liability company; and DOES 1 through  
10, inclusive,  
  
Defendants.

Case No.: 3:23-cv-01554-W-AHG  
  
**ORDER DENYING MOTION TO  
REMAND [DOCS. 10 and 11]**

Pending before the Court is Plaintiff James Epperson’s motion ([Docs. 10 and 11]<sup>1</sup> “Motion”) to remand this case to the San Diego Superior Court. Defendant opposes ([Doc. 15] “Opposition”). Plaintiff has failed to reply.

The Court decides the matter on the papers submitted and without oral argument. *See* Civ. R. 7.1(d)(1). For the following reasons, the Court **DENIES** the Motion.

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<sup>1</sup> Plaintiff James Epperson has filed two motions to remand [Docs. 10 and 11]. The two motions appear to be identical, as such the Court will treat them as the same.

1 **I. RELEVANT BACKGROUND**

2 This case arises from Plaintiff James Epperson’s alleged purchase<sup>2</sup> of a 2020  
3 Chevrolet Bolt (the “Vehicle”) from one of General Motors, LLC’s (“Defendant”)   
4 “authorized dealer[‘s]” for an unspecified amount. (*Complaint* at ¶ 7-9.<sup>3</sup>) According to  
5 Plaintiff, the vehicle was covered by: (1) an express warranty, under which Defendant  
6 promised that the Vehicle “would be free from defects in materials, nonconformities, or  
7 workmanship during the applicable warranty period and to the extent the [Vehicle] had  
8 defects, [Defendant] would repair the defects”; as well as (2) an implied warranty that the  
9 “[Vehicle] would be of the same quality as similar vehicles . . . [and] would be fit for the  
10 ordinary purposes for which similar vehicles are used.” (*Id.* ¶¶ 10, 11.) The Complaint  
11 alleges, however, that during the warranty period, the Vehicle “exhibited defects” and  
12 that when Plaintiff notified Defendant of such “defects” and “attempted to invoke the  
13 applicable warranties,” Defendant “represented to PLAINTIFF that they could and would  
14 make the [Vehicle] conform to the applicable warranties . . . .” (*Id.* ¶ 13-14.)  
15 Specifically, Plaintiff alleges that Defendant “issued a recall notice for the [Vehicle]”  
16 warning Plaintiff not to charge the Vehicle’s battery above “90%”; not to let the battery’s  
17 mileage “fall below seventy (70) miles remaining”; and not to “park[] [the Vehicle]  
18 indoors overnight” because the Vehicle’s battery “may ignite.” (*Id.* at ¶ 18.) Yet,  
19 Plaintiff alleges that Defendant has since failed to “make the [Vehicle] conform to the  
20 applicable warranties.” (*Id.* at ¶ 15.)

21 On July 21, 2023, Plaintiff filed a lawsuit against Defendant in the San Diego  
22 Superior Court, entitled *James Epperson v. General Motors LLC, et al.*, No.37-2023-  
23 00031140-CU-BC-CT. The Complaint asserts three causes of action under the Song-  
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25 <sup>2</sup> The Complaint alleges that Plaintiff “purchased” the Vehicle. *Complaint* at ¶ 4. Similarly, the  
26 Notice of Removal refers to the agreement the parties entered into as a “Purchase Agreement.”  
27 *Notice of Removal* at ¶ 17. The Court notes however that based on Defendant’s Opposition to  
28 the Motion for Remand, the Vehicle may have actually been leased instead of purchased.  
*Opposition* at 9:7-13.

<sup>3</sup> The Complaint is attached to the Notice of Removal [Doc. 1] as Exhibit A [Doc. 1-2].

1 Beverly Consumer Warranty Act (Cal. Civ. Code § 1790, *et seq.*) (the “Song-Beverly  
2 Act”); one cause of action alleging fraud; and another alleging violations of the  
3 California Business & Professions Code § 17200. (*Complaint* at ¶¶ 35-120.) Plaintiff  
4 seeks, among other things, general, special, and actual damages; rescission of the  
5 purchase contract and restitution of all monies expended; compensatory damages for the  
6 diminution in value of the Vehicle; a civil penalty of two times Plaintiff’s actual,  
7 incidental, and consequential damages; consequential and incidental damages, punitive  
8 damages, attorney’s fees and costs, and prejudgment interest at the legal rate. (*Id.* Prayer  
9 ¶¶ a–j.)

10 On August 23, 2023, Defendant removed the case to this Court based on diversity  
11 jurisdiction. (*Notice of Removal* [Doc. 1].) Plaintiff now moves to remand, arguing that  
12 Defendant has not met its burden of overcoming the presumption against removal.  
13 (*Motion for Remand* [Doc. 11] 6:19-26.) While Plaintiff does not actually contest any of  
14 Defendant’s allegations regarding the existence of diversity jurisdiction, Plaintiff  
15 contends that Defendant must presently prove the existence of diversity jurisdiction by a  
16 preponderance of the evidence and complains that Defendant has not yet produced such  
17 evidence. (*Motion for Remand* at 7:16-11:2.) Defendant responds that it is not required  
18 to prove the existence of jurisdiction by a preponderance of the evidence at this stage.  
19 (*Opposition* [Doc. 15] at 1:12-25.) Plaintiff has not filed a reply.

## 21 **II. LEGAL STANDARD**

22 “The district courts shall have original jurisdiction of all civil actions where the  
23 matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and  
24 costs, and is between— (1) citizens of different States . . . .” 28 U.S.C. § 1332.

25 “Federal courts are courts of limited jurisdiction.” *Kokkonen v. Guardian Life Ins.*  
26 *Co. of Am.*, 511 U.S. 375, 377 (1994). “They possess only that power authorized by  
27 Constitution or a statute, which is not to be expanded by judicial decree.” *Id.* (internal  
28 citations omitted). “It is to be presumed that a cause lies outside this limited jurisdiction

1 and the burden of establishing the contrary rests upon the party asserting jurisdiction.”  
2 *Id.* (internal citations omitted).

3 Consistent with the limited jurisdiction of federal courts, the removal statute is  
4 strictly construed against removal jurisdiction. *Gaus v. Miles, Inc.*, 980 F.2d 564, 566  
5 (9th Cir. 1992). “The strong presumption against removal jurisdiction means that the  
6 defendant always has the burden of establishing that removal is proper.” *Id.* “Federal  
7 jurisdiction must be rejected if there is any doubt as to the right of removal in the first  
8 instance.” *Id.*

9 In this vein, Plaintiff’s Motion argues that Defendant has the “burden to prove, by  
10 preponderance of the evidence, that removal is proper.” (*Motion for Remand* at 7:5-8.)  
11 However, for purposes of the amount in controversy requirement, “the notice of removal  
12 must include only ‘a plausible allegation that the amount in controversy exceeds the  
13 jurisdictional threshold.’” *Schneider v. Ford Motor Co.*, 756 F. App’x 699, 700 (9th Cir.  
14 2018) (quoting *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89  
15 (2014)); *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir. 2018) (applying  
16 *Dart Cherokee*’s holding regarding the preponderance of the evidence standard to  
17 diversity cases beyond the CAFA context). Courts only move to Plaintiff’s desired  
18 preponderance of the evidence standard “after ‘the plaintiff contests, or the court  
19 questions, the defendant’s allegation’ and ‘both sides submit proof.’” *Schneider*, 756 F.  
20 App’x at 700. The same is true for the diversity of citizenship requirement. *Acad. of*  
21 *Country Music v. Cont’l Cas. Co.*, 991 F.3d 1059, 1068 (9th Cir. 2021) (“[N]otice of  
22 removal ‘need not contain evidentiary submissions’ but only plausible allegations of the  
23 jurisdictional elements.”).

24 Here, Defendant’s Notice of Removal plainly alleges that the diversity of  
25 citizenship and amount in controversy requirements are met and does so in detail.  
26 (*Notice of Removal* at 3-5; *see infra* Section III.) Specifically, the Complaint alleges that  
27 Plaintiff is a citizen of California while Defendant is a citizen of Michigan and Detroit.  
28 (*Complaint* at ¶ 1; *Notice of Removal* at ¶ 12-14.) The Complaint also alleges that the

1 amount in controversy in this case is: (1) approximately \$14,466.70<sup>4</sup> in actual damages;  
2 plus (2) roughly \$50,000 in potential attorney’s fees; along with (3) a civil penalty up to  
3 twice the amount of actual damages (~\$28,933.40). (*Notice of Removal* at ¶¶ 17-19; *see*  
4 *infra* Section III.) Thus, Defendant has plausibly alleged that both the diversity of  
5 citizenship and amount in controversy requirements are met.

6 From there, Plaintiff *could* require Defendant prove these allegations by a  
7 preponderance of the evidence if he actually contested any of these allegations in his  
8 Motion. However, Plaintiff’s Motion does *not* actually contest any of Defendant’s  
9 allegations. Instead, the Motion simply asserts that Defendant has the burden of  
10 establishing jurisdiction by a “preponderance of the evidence” without ever identifying  
11 which of Defendant’s allegations Plaintiff contests. (*See Motion for Remand* at 9:22-24;  
12 *see generally Notice of Removal* at 9:20-22.) If Plaintiff cannot or will not identify which  
13 of Defendant’s diversity of citizenship or amount in controversy allegations he contests,  
14 the preponderance of the evidence standard is not triggered.

15 Regardless, even if Plaintiff had identified allegations in the Notice of Removal  
16 that he contests, or if the Court questioned such allegations, Defendant has also satisfied  
17 the more stringent preponderance of the evidence standard by attaching a declaration to  
18 the Notice of Removal containing evidence supporting its contention that the parties are  
19 diverse and that the amount in controversy exceeds \$75,000. (*See Notice of Removal* at  
20 Exs. A-C; *infra* Section III.) Plaintiff, meanwhile, failed to present the Court with any  
21 contradictory evidence.

### 22 23 **III. DISCUSSION**

24 As outlined above, the Court will not require Defendant to prove its allegations of  
25 diversity of citizenship and amount in controversy by a preponderance of the evidence  
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<sup>4</sup> *See infra* Section III(b)(1).

1 (although Defendant has also satisfied that burden). From here, the Court turns to  
2 evaluating whether Defendant has met its burden of plausibly alleging that the parties are  
3 diverse and that the amount in controversy exceeds \$75,000.00.

4  
5 **A. Diversity of Citizenship**

6 To establish citizenship for diversity purposes, a natural born person must be a  
7 citizen of the United States and be domiciled in a particular state. *Kantor v. Wellesley*  
8 *Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). Persons are domiciled in the place  
9 they reside with the intent to remain or to which they intend to return. *See Kanter v.*  
10 *Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). A corporation is a citizen of the  
11 state in which it is incorporated and of the state where it has its principal place of  
12 business. 28 U.S.C. 1332(d). LLCs are citizens of the states in which its members are  
13 citizens. *See Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir.  
14 2006) (“[L]ike a partnership, an LLC is a citizen of every state of which its  
15 owners/members are citizens.”).

16 Here, the Notice of Removal alleges that there is complete diversity of citizenship  
17 in this case. (*Notice of Removal* at ¶ 11.) Specifically, Defendant alleges that Plaintiff is  
18 a citizen of California while Defendant (an LLC) is 100% owned by General Motors  
19 Holdings, LLC; who in turn is 100% owned by General Motors Company—which is a  
20 Delaware corporation with its principal place of business in Michigan. (*Id.* at ¶ 12.)  
21 Thus, Defendant alleges complete diversity exists because it is a citizen of Delaware and  
22 Michigan while Plaintiff is a citizen of California. (*Id.* at ¶ 14.) Furthermore, Plaintiff’s  
23 own Complaint alleges that he is a citizen of California. (*Complaint* at ¶ 1.) Nor does  
24 Plaintiff ever actually contest that the parties are diverse. Accordingly, the Court finds  
25 that Defendant has met its burden of plausibly alleging that the diversity of citizenship  
26 requirement is met.

1           **B. Amount in Controversy**

2           In calculating the amount in controversy, courts must consider “the ‘amount at  
3 stake in the underlying litigation.’” *Fritsch v. Swift Transportation Co. of Arizona, LLC*,  
4 899 F.3d 785, 793 (9th Cir. 2018) (quoting *Chavez*, 888 F.3d at 417-18). Thus, “the  
5 amount in controversy includes all relief claimed at the time of removal to which the  
6 plaintiff would be entitled if she prevails.” *Id.*

7  
8           **1. Actual Damages**

9           While the Complaint does not specify a damages figure, Defendant’s Notice of  
10 Removal and accompanying Kuhn Declaration<sup>5</sup> alleges that the average manufacture’s  
11 suggested retail price of the 2020 Chevrolet Bolt (the same model year Plaintiff alleges  
12 he purchased) was \$38,371.00. (*Notice of Removal* at ¶ 17; *Kuhn Decl.* at ¶ 8.) *See*  
13 *Schneider*, 756 F. App’x at 701 (“Ford satisfied that more stringent [preponderance of the  
14 evidence] standard by attaching a declaration to its notice of removal. That declaration  
15 provided evidence that approximately 68,255 new F-150s from model years 2015-2017  
16 were sold in California during the five years between the class date and the date the  
17 lawsuit was filed, and that the F-150s’ average MSRP was \$45,498.94 for those model  
18 years.”). Since Plaintiff does not allege how much he actually paid for the Vehicle (a  
19 number which he undoubtedly knows) the Court would normally accept that Defendant  
20 had adequately alleged in its Notice of Removal that the actual damages at issue are  
21 \$38,371.00.

22           However, Defendant’s Opposition complicates the matter by conceding (for the  
23 first time) that Plaintiff actually leased the Vehicle and only paid a total of \$14,466.70  
24 towards the lease. (*Oppositon* at 9:7-13.) Absent any reply from Plaintiff, the Court will  
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28 <sup>5</sup> The Kuhn Declaration is attached to the Notice of Removal as Doc. 1-4.

1 interpret this concession to effectively modify Defendant’s amount in controversy  
2 allegations from the Notice of Removal down to \$14,466.70.

3 Accordingly, Defendant must find at least an additional \$60,533.31 to exceed the  
4 required \$75,000 in controversy.

5  
6 **2. Attorney’s Fees**

7 28 U.S.C. section 1332 instructs that when calculating the amount in controversy,  
8 courts should exclude “interest and costs.” However, the Ninth Circuit has made clear  
9 that “attorneys’ fees award under fee-shifting statutes or contracts are included in the  
10 amount in controversy.” *Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d  
11 785, 794 (9th Cir. 2018). Indeed, Cal. Civ. Code section 1793.4 states that when a  
12 plaintiff prevails in an action brought under Cal. Civ. Code section 1793.2, the plaintiff  
13 “shall be allowed by the court to recover as part of the judgment a sum equal to the  
14 aggregate amount of costs and expenses, including attorney’s fees . . . .” (Emphasis  
15 added).

16 Here, since Plaintiff’s first three causes of action allege violations of the Song-  
17 Beverly Act, he will be entitled to recover his reasonable attorney's fees under section  
18 1793.4 if he prevails. (*See Complaint* at ¶¶ 65 (“PLAINTIFF is entitled under the Act to  
19 recover . . . actual attorney’s fees reasonably incurred in connection with the  
20 commencement and prosecution of this action.”; 46; 54.) As such, the Court must  
21 consider what attorney’s fees Plaintiff would likely be entitled to if he prevailed when  
22 calculating the amount in controversy.

23 Defendant alleges in its Notice of Removal that attorney fees in similar Song-  
24 Beverly Act cases “regularly approach or exceed \$50,000.00.” (*Notice of Removal* at ¶  
25 19.) Indeed, Defendant attaches to its Notice of Removal (by way of the Kuhn  
26 Declaration) a number of cases and court orders awarding plaintiffs roughly \$50,000 or  
27 more in Song-Beverly Act cases regarding single vehicles. (*Kuhn Decl. Ex. C. (Bowser*  
28 *v. Ford Motor Company*, 78 Cal. App. 5th 587 (2022) (upholding trial court’s award of



1 \$836,528.12 in attorney’s fees to Plaintiff in case over a single \$43,084.68 vehicle));  
2 *Kuhn Decl. Ex. B (Anderson v. Ford Motor Company, 74 Cal. App. 5th 946 (2022)*  
3 *(upholding trial court’s award of \$643,615.00 in attorney’s fees to Plaintiff in case over a*  
4 *single \$47,715.60 vehicle)); Kuhn Decl. Ex. A at 120 (Zargarian v. BMW of North*  
5 *America, LLC, 442 F. Supp. 3d 1216 (C.D. Cal. 2020) (awarding Plaintiff \$145,538.50 in*  
6 *attorney’s fees in case over a single vehicle)); Kuhn Decl. Ex. A at 98 (Jurosky v BMW of*  
7 *North America, LLC, (No. 19cv706 JM (BGS)) (S.D. Cal. August 25, 2020) (awarding*  
8 *Plaintiff \$106,703.00 in attorney’s fees in case over a single \$61,298.40 vehicle)); Kuhn*  
9 *Decl. Ex. A at 181 (Zomordian v. BMW of North America, LLC, No. CV 17-5061-DMG*  
10 *(C.D. Cal. July 23, 2019) (awarding Plaintiff \$213,447.50 in attorney’s fees in case over*  
11 *a single vehicle)); Kuhn Decl. Ex. A at 87 (Nisim v. Mercedes-Benz USA, LLC, No.*  
12 *20STCV48243 (Los Angeles Super. Ct., August 28, 2023) (awarding Plaintiff \$43,169.00*  
13 *in attorney’s fees in case over a single vehicle)); Kuhn Decl. Ex. A at 89 (Urquiza v. Ford*  
14 *Motor Company, No. 20STCV16064 (Los Angeles Super. Ct., June 3, 2022) (awarding*  
15 *Plaintiff \$82,000.00 in attorney’s fees in case over a single vehicle)); Kuhn Decl. Ex. A*  
16 *at 137 (Gonzalez v. Mercedes-Benz USA, LLC, No. SC128379 (Los Angeles Co. Super.*  
17 *Ct., December 18, 2020) (awarding Plaintiff \$169,963.50 in attorney’s fees in case over*  
18 *single vehicle)).)*

19 In estimating the amount of reasonable attorney’s fees Plaintiff would likely incur  
20 (and thus be entitled to receive if he were to prevail) in this case, the Court may “rely on  
21 ‘[its] own knowledge of customary rates and [the Court’s] experience concerning  
22 reasonable and proper fees.’” *Fritsch*, 899 F.3d at 795 (quoting *Ingram v. Oroudjian*,  
23 *647 F.3d 925, 928 (9th Cir. 2011)*). Given the Court’s own knowledge of customary  
24 rates for Song-Beverly Act cases and experience concerning reasonable and proper  
25 attorney’s fees in such cases; Defendant’s allegations that Plaintiffs attorney’s fees in this  
26 case would likely be around or exceed \$50,000.00 (along with supporting cases); and  
27 Plaintiff’s lack of presenting any argument or evidence to the contrary; the Court finds  
28 that Plaintiff’s likely recoverable attorney’s fees in this case (if successful)—when

1 combined with the actual damages at issue—would push Plaintiff’s recovery over  
2 \$75,000.

### 3 4 **3. Civil Penalties**

5 While the damages at issue in this case plus Plaintiff’s potential attorney’s fees  
6 exceed \$75,000, Defendant also argues the Court should include the Song-Beverly Act’s  
7 civil penalty provision when calculating the amount in controversy requirement. (*Notice*  
8 *of Removal* at ¶ 19.)

9 Cal. Civ. Code section 1794(d) states that “[i]f the buyer establishes that the failure  
10 to comply was *willful*, the judgment may include . . . a civil penalty which shall not  
11 exceed two times the number of actual damages.” (Emphasis added). There is a split  
12 among district courts in the Ninth Circuit about when to include potential Song-Beverly  
13 Act civil penalties when calculating the amount in controversy. *E.g., Ferguson v. KIA*  
14 *Motors Am. Inc.*, 2021 WL 1997550, at \*3 (E.D. Cal. May 19, 2021) (collecting and  
15 comparing cases in Southern and Central Districts of California and stating “[d]istrict  
16 courts in the Ninth Circuit are split on whether to include Song-Beverly Act civil  
17 penalties in calculations to assess the amount in controversy.”) In the past this Court—  
18 like many others—has taken the position that civil penalties under the Song-Beverly Act  
19 should not count towards the amount in controversy requirement where the complaint  
20 merely requests civil penalties in the prayer for relief. *Ronquillo v. BMW of N. Am., LLC*,  
21 2020 WL 6741317, at \*2 (S.D. Cal. Nov. 17, 2020). Instead, there must actually be  
22 allegations of willfulness in the complaint. *E.g., id.* at \*3 (“Rather than assuming that  
23 because a civil penalty is available, one will be awarded, the defendant must make some  
24 effort to justify the assumption by, for example, pointing to allegations in the Complaint .  
25 . . .”); *Ferguson*, 2021 WL 1997550, at \*4 (holding that the court will only include the  
26 Song-Beverly Act’s civil penalties in calculating the amount in controversy where  
27 defendant points out where in the complaint “plaintiffs allege willfulness”); *Villegas v.*  
28 *Ford Motor Co.*, 2023 WL 3144540, at \*10 (E.D. Cal. Apr. 28, 2023), report and

1 recommendation adopted, 2023 WL 4669863 (E.D. Cal. July 20, 2023) (“[w]here a  
2 plaintiff properly alleges entitlement to the Act's civil penalty, which includes allegations  
3 of the requisite willfulness by the defendant, up to two times the amount of actual  
4 damages is put at issue whether or not that amount is ultimately awarded.”).

5 Here, the Complaint goes beyond merely requesting the Song-Beverly Act’s civil  
6 penalties in the prayer for relief. Instead, Plaintiff makes numerous allegations of willful  
7 misconduct against Defendant in the body of the Complaint. (*Complaint* at ¶¶ 43 (“The  
8 failure of [Defendant] to make the SUBJECT VECHICLE conform to the applicable  
9 express warranties was willful . . . .”); 44 (“The failure of [Defendant] to replace the  
10 SUBJECT VEHICLE or make restitution to PLAINTIFF was willful . . . .”); 45 (“The  
11 failure of [Defendant] to refund the consideration paid . . . or to replace the SUBJECT  
12 VEHICLE . . . was willful . . . .”); 69 (“[Defendant] willfully, falsely, and knowingly  
13 marketed the subject vehicle as having a range capacity to reach 259-miles on a full  
14 charge.”).) If such allegations of willfulness are proven true in this case, the Song-  
15 Beverly Act’s civil penalty award of up to twice Plaintiff’s actual damages (~\$14,466.70)  
16 would be available—and thus could total as high as \$28,933.40 in civil penalties alone.  
17 This combined with the actual damages and potential attorney’s fees at issue, would more  
18 than exceed the required \$75,000.00.

### 19 20 **C. Procedural Requirements**

21 Lastly, Plaintiff asserts in its Motion for Remand that “Defendant must  
22 demonstrate that all of the requirements of 28 U.S.C. § 1446 are present, including  
23 that (1) a notice of removal containing the required allegations was filed within the  
24 time allowed, (2) all relevant parties have joined in the removal, and (3) Defendant  
25 attached all of the relevant pleadings from the Superior Court to the notice of  
26 removal.” (*Motion for Remand* at 11:13-18.) However, Plaintiff does not actually  
27 argue that Defendant’s Notice of Removal fails to meet any of these requirements.  
28 Thus, the Court does not interpret Plaintiff to be moving to remand on these

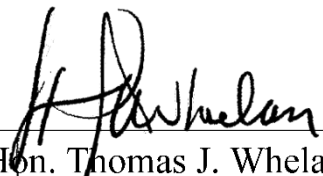
1 grounds. Especially where, on its face, the Notice of Removal alleges that: (1) the  
2 Complaint was served on July 26, 2023 and then removed on August 23, 2023 (i.e.  
3 within the required 30 days) (*Notice of Removal* at ¶ 3); (2) the only named  
4 defendant is the one who filed the Notice of Removal (*see* 28 U.S.C. § 1446(b)(1)  
5 (“all defendants who have been properly joined and served must join in or consent  
6 to the removal of the action”); *Tucker v. Royal Adhesives & Sealants, LLC*, 2023  
7 WL 2666056, at \*6 (C.D. Cal. Mar. 28, 2023) (citing *Soliman v. Philip Morris*  
8 *Inc.*, 311 F.3d 966, 966 (9th Cir. 2002)) (“[p]er its terms, fictitiously named  
9 defendants are not to be considered when assessing the propriety of removal  
10 jurisdiction based on diversity.”)); and (3) all the relevant state court pleadings  
11 plainly *are* attached to the Notice of Removal (*see generally* *Notice of Removal* at  
12 Exs. A-B).

13  
14 **IV. CONCLUSION & ORDER**

15 Because Defendant has sufficiently established that the amount in controversy  
16 exceeds \$75,000 and that there is complete diversity between the parties, the Court  
17 **DENIES** Plaintiff’s Motion [Doc. 10 and 11].

18 **IT IS SO ORDERED.**

19 Dated: November 28, 2023

20  
21   
22 Hon. Thomas J. Whelan  
United States District Judge