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12 Attorneys for Defendant, COSTCO WHOLESALE CORPORATION

13
 14 **UNITED STATES DISTRICT COURT**
 15 **IN AND FOR THE EASTERN DISTRICT OF CALIFORNIA**

17 MA DE LOURDES RUELAS,
 18 Plaintiff,
 19 v.
 20 COSTCO WHOLESALE CORPORATION,
 21 and DOES 1-10, inclusive,
 22 Defendant.

Case No. 2:20-cv-01085-KJM-AC
 (SAN JOAQUIN SUPERIOR CASE NO:
 STK-CV-UPI-2019-5162)
**STIPULATION TO REMAND REMOVED
 ACTION**

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 25 IT IS HEREBY STIPULATED by and between MA DE LOURDES RUELAS
 26 (“Plaintiff”) and Defendant COSTCO WHOLESALE CORPORATION (“Defendant” or
 27 “Costco”), by and through their counsel of record, as follows:
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I. RECITALS

1. Whereas, Plaintiff MA DE LOURDES RUELAS filed a Complaint on March 9, 2020 against Defendant COSTCO WHOLESALE CORPORATION, in the Superior Court of California, County of San Joaquin.

2. Whereas, Defendant answered on May 28, 2020 in the Superior Court of California, County of San Joaquin.

3. Whereas, Plaintiff's damages at the time of removal were in excess of \$75,000.00 on April 30, 2020 in her Statement of Damages.

4. Whereas, on May 29, 2020, Defendant Costco removed this matter to the United States District Court for the Eastern District of California pursuant to 28 U.S.C. §§ 1441(b) and 1446(b)(3) based on diversity jurisdiction because the amount of controversy exceeded \$75,000.00 and the parties were completely diverse.

5. Whereas, Plaintiff now confirms her damages, in any form, shall not and will not, under any circumstance, exceed \$75,000.00.

II. STIPULATIONS

1. The parties stipulate that because Plaintiff's damages shall never under any circumstance exceed \$75,000.00, this court no longer has subject matter jurisdiction of Plaintiff's civil action as this case does not meet the minimum amount in controversy.

2. The parties further stipulate, pursuant to 28 U.S.C. §1447(c), to the remand of Plaintiff's civil action to the Stanislaus County Superior Court.

3. Plaintiff hereby agrees and stipulates that her damages, resulting from the alleged incident that occurred on defendant's premises on or about April 24, 2017, that are the subject of the within action (formerly SAN JOAQUIN SUPERIOR CASE NO: STK-CV-UPI-2019-5162) (hereinafter "the litigation"), are hereby capped at \$74,999.99.

1 4. Plaintiff hereby agrees and stipulates that if her damages should exceed
2 \$74,999.99, she hereby waives the right to claim such damages as a result of the litigation.

3 5. Plaintiff hereby agrees and stipulates that her recovery of damages in the litigation,
4 including but not limited to economic damages and non-economic damages, are hereby capped at
5 \$74,999.99.

6 6. Plaintiff hereby agrees and stipulates that if her recovery of damages in the
7 litigation should exceed \$74,999.99, either by verdict or other means, she hereby waives the right
8 to recover any such damages in excess of \$74,999.99.

9 7. Plaintiff hereby agrees and stipulates that should any award or judgment be
10 rendered or entered against defendant with damages in excess of \$74,999.99, she will execute any
11 necessary documents to reduce such award or judgment to \$74,999.99 in damages, and will not
12 execute on any award or judgment in excess of \$74,999.99 in damages. The damages cap is
13 inclusive of any costs and fees, including attorney fees.

14 8. The parties hereby agree that because the amount in controversy in this matter does
15 not exceed \$75,000, that this court no longer possesses subject matter jurisdiction.

16 9. The parties further agree that in light of their agreement to cap Plaintiff's damages
17 at \$74,999.99, the matter should be remanded to the SAN JOAQUIN SUPERIOR CASE NO:
18 STK-CV-UPI-2019-5162, because the amount in controversy will never exceed \$75,000.00.

19 10. WHEREFORE, based on the foregoing the parties hereby stipulate and agree that
20 the case be REMANDED to the SAN JOAQUIN SUPERIOR CASE NO: STK-CV-UPI-2019-
21 5162.

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1 11. The parties stipulate and request that an Order be issued in accordance with this
2 Stipulation.

3 DATED: June____, 2020

CARRILLO LAW CENTER, APC

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6 _____
7 Rafael Carrillo
8 Attorney for Plaintiff,
9 MA DE LOURDES RUELAS

10 DATED: June____, 2020

**MATHENY SEARS LINKERT JAIME,
LLP**

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12 Matthew Jaime
13 Attorney for Defendant
14 COSTCO WHOLESALE CORPORATION
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ORDER

GOOD CAUSE APPEARING, the Court orders as follows:

1. The Parties' Stipulation to Remand Removed Action is approved.
2. Eastern District of California case number 2:20-cv-01085-KJM-AC, RUELAS v. COSTCO, is remanded to San Joaquin County Superior Court.

IT IS SO ORDERED.

DATED: July 21, 2020.



CHIEF UNITED STATES DISTRICT JUDGE