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 10 6915-3-13-19  
 11 Attorneys for Defendant  
 12 COSTCO WHOLESALE CORPORATION

13 UNITED STATES DISTRICT COURT  
 14 CALIFORNIA NORTHERN DISTRICT

15 BECKY THI HO ABLAO,

16 Plaintiff,

17 vs.

18 COSTCO WHOLESALE CORPORATION, a  
 19 Washington Corporation; JOHN DOE; and  
 20 DOES 1 to 20, inclusive,

21 Defendants.

Federal Court Case No. 5:24-cv-07151-PCP  
 (Former SCSC Case No. 24CV446984)

**STIPULATION AND ORDER TO  
 REMAND ACTION**

22 IT IS HEREBY STIPULATED by and between plaintiff BECKY THI HO ABLAO  
 23 (“Plaintiff”) and defendant COSTCO WHOLESALE CORPORATION by and through their  
 24 counsel as follows:

25 1. Plaintiff a resident of California, brought the instant action against COSTCO  
 26 WHOLESALE CORPORATION (“Defendant”), a resident of Washington, in the Superior  
 27 Court of California, County of Santa Clara.

28 2. Plaintiff claims personal injuries arising out of negligence and premises liability  
 causes of action which allegedly occurred on the premises of Defendant’s retail warehouse  
 located in San Jose, California.

3. Plaintiff acknowledges that she initially claimed damages in excess of \$75,000.00.

1 4. Plaintiff hereby agrees and stipulates that her damages, resulting from the alleged  
2 incident that occurred on defendant's premises located 6898 Raleigh Rd, San Jose, CA 95123  
3 on or about September 23, 2022, that are the subject of the complaint filed on September 11,  
4 2024 in Santa Clara County Superior Court Case No. 24CV446984 are **hereby capped at**  
5 **\$74,500.00.**

6 5. Plaintiff hereby agrees and stipulates that if her damages should exceed \$74,500.00,  
7 she hereby waives the right to claim such damages as a result of the litigation.

8 6. Plaintiff hereby agrees and stipulates that if her recovery of damages in the litigation  
9 should exceed \$74,500.00, either by verdict or other means, she hereby waives the right to  
10 recover any such damages in excess of \$74,500.00.

11 7. Plaintiff hereby agrees and stipulates that should any award or judgment be rendered  
12 or entered against defendant with damages in excess of \$74,500.00, she will execute any  
13 necessary documents to reduce such award or judgment to \$74,500.00 in damages and will  
14 not execute on any award or judgment in excess of \$74,500.00 in damages.

15 8. The parties hereby agree that because the amount in controversy in this matter does  
16 not exceed \$75,000.00, federal subject matter jurisdiction is lacking.

17 9. THEREFORE, The parties agree that in light of their agreement to cap Plaintiffs'  
18 damages at \$74,500.00, the matter shall be remanded to the Superior Court of California,  
19 County of Santa Clara.

20 10. The parties stipulate and agree that an Order be issued in accordance with this  
21 stipulation.

22  
23 Dated November 13, 2024

BAUMAN LAW APLC

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26 By: */s/ Geoff Gasway*

27 Geoffrey D. Gasway, Esq.  
28 Attorneys for Plaintiffs

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Dated November 15, 2024

CESARI, WERNER & MORIARTY

By:  /s/ Arlen Litman-Cleper  
SEAN P. MORIARTY  
ARLEN LITMAN-CLEPER  
Attorneys for Defendant  
COSTCO WHOLESALE CORPORATION

IT IS SO ORDERED.

Dated November 25, 2024

  
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Judge of the U.S. District Court

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