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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

BRIDGETT BROWN,

Plaintiff,

vs.

JOHNSON & JOHNSON; JANSSEN PHARMACEUTICALS, INC.; JANSSEN RESEARCH & DEVELOPMENT, LLC; ELI LILLY AND COMPANY; CHEPLAPHARM ARZNEIMITTEL GMBH; KAISER PERMANENTE INTERNATIONAL; and DOES 1 through 100, inclusive,

Defendant.

Case No. 3:25-cv-04318-AMO

Assigned to Hon. Judge Araceli Martínez-Olguín

NOTICE OF MOTION AND MOTION TO REMAND

Hearing Date:	September 4, 2025
Time:	2:00 p.m.
Courtroom:	10
Action Filed:	April 21, 2015
Action Removed:	May 20, 2025
Trial Date:	None Set

TO THIS HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on September 4, 2025, at 2:00 p.m., Plaintiff Bridgett Brown, by and through her counsel of record, will appear for oral argument in the courtroom of the Hon. Araceli Martínez-Olguín, at the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, to move this Court for an order remanding this action to California State Court, pursuant to 28 U.S.C. § 1452 and § 1447(c). Plaintiff respectfully requests an order remanding this action in its entirety to the Superior Court of the State of California for the County of Alameda, where it had been pending along with at least one other similar case, on the grounds that this court lacks subject matter jurisdiction.

This Motion is based on this Notice of Motion and Motion to Remand, the accompanying Memorandum of Points and Authorities, the papers and pleadings on file in this matter, any matters of which the Court may or must take notice, and such further evidence and argument as the Court may permit.

Respectfully submitted,

Dated: June 11, 2025

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Court lacks subject matter jurisdiction because the parties are non-diverse. Plaintiff is a California citizen who was exposed to the subject drugs (named below) in California, and one of the Defendants is a California citizen headquartered in Alameda County, California. This California Defendant researched, transported, stored, prescribed, distributed, and sold the drugs at issue to the Plaintiff Bridgett Brown ("Plaintiff"), a resident of California. Lacking diversity, this case was properly filed in Alameda County Superior Court, where the California Defendant is located. Despite knowing this, the non-California Defendants—all major drug companies—removed this case to this Court, citing legal grounds that have been repeatedly rejected in Courts throughout the Ninth Circuit; all in an attempt to delay a cancer case. Defendants' actions are a waste of time and judicial resources and make a mockery of the removal statute.

The removal statute is irresistible for unscrupulous defendants. It empowers a defendant to unilaterally pull a case out of the plaintiff's chosen forum and force the plaintiff to either accept the new forum or waste time and resources getting the case remanded. The only "downside" for the defendant is that the case might get sent back to where it started, after considerable delay, and it may have to pay the fees and costs associated with bringing the motion should the Court so decide. Defendants know that the removal statute is strictly construed, but the forced delay can still be tactically advantageous to the Defendants—putting pressure on a plaintiff to abandon her claim or, worse, allow the underlying injury, *i.e.,* breast cancer, to kill the plaintiff and thereby derail the case. This is why it is essential for Defendants to exercise self-control in deciding whether to use the removal statute. It is also why the Court must strongly eschew abuse of removal when, like here, it is being used frivolously.

Plaintiff alleges that her long-term use of two pharmaceutical drugs caused the development of her breast cancer, that Defendants acted negligently with knowledge of this risk, and that Defendants failed to warn her of the risk. The two drugs at issue are risperidone and olanzapine (collectively, "Defendants Drugs") – better known by their respective brand names Risperdal and Zyprexa. Risperidone was sold (at various times) by Defendant Johnson and Johnson Company

("J&J") and its subsidiaries, while Zyprexa was sold (at various times) by Defendant Eli Lilly ("Eli") and Defendant CHEPLAPHARMA Arzneimittel GmBH ("Cheplapharm") (collectively, "Drug Maker Defendants"). Both drugs were prescribed and sold to the plaintiff by Defendant Kaiser International ("Kaiser").

As outlined in Plaintiff's operative First Amended Complaint ("FAC"), for decades, Defendants' Drugs have been known to cause a condition called hyperprolactinemia, which, in turn, can cause breast cancer. The cancer risk of Defendants' Drugs have concerned independent researchers since these drugs first debuted, but Defendants downplayed these concerns documented in the medical literature. The weight of epidemiological studies linking Defendants Drugs to breast cancer has become overwhelming, despite Defendants' best efforts to obfuscate this risk. FAC ¶53-93.

Shortly after being served with the summons and complaint, the Drug Company Defendants removed the case to the Northern District of California, arguing that Kaiser was fraudulently joined and, therefore, should be ignored for the purposes of assessing diversity jurisdiction. The Drug Company Defendants argue that Plaintiff's claims against Kaiser are not possible because Kaiser's only duty of care is to accurately fill prescriptions. Dkt. 1, Notice of Removal ¶30. This argument is meritless. California law has long recognized that the seller of a good should take reasonable precautions to ensure the products they sell do not pose an unreasonable risk to the consumer. More precisely, California law also recognizes that drug distributors and pharmacists must take reasonable precautions to guard consumers against the risks posed by harmful drugs. This is especially true in the case of managed care consortiums – like Kaiser – which insure, treat, and prescribe patients, and also research and regulate the drugs that are distributed and sold through their pharmacies.

Simply put, there was no valid reason to remove this case from state court. The only reason the Drug Company Defendants brought this motion is to force delay and waste party and court resources. This point is underscored by their insistence that this Court hear its Motion to Dismiss while this Motion to Remand is pending. The Drug Company Defendants are forcing both issues, Remand and Dismissal, to be heard at once so that this Court will require full briefing on the merits of this case, which may take months, and will risk conflating the two issues – when the Court should

first ensure that it has subject matter jurisdiction over this matter – which it does not. All of this delay will be caused by the Drug Company Defendants removing a case they know had no business being removed.

This sort of abusive conduct should be swiftly rejected by this Court, and the plaintiff should be permitted to prosecute this case in the forum where it was properly brought—the one with jurisdiction. Plaintiff respectfully requests that the Court immediately enter an order remanding this case back to Alameda County Superior Court.

II. ISSUES TO BE DECIDED

The central issue in Plaintiff's Motion to Remand is whether this Court has subject matter jurisdiction when there is, on the face of the complaint, a lack of diversity among the parties. In the context of a Motion to Remand, when the removing party asserts diversity jurisdiction and asks that the non-diverse defendants be ignored under the doctrine of fraudulent joinder: whether, under California law, it is possible for plaintiff to bring a negligence claim against a defendant that sold the product that caused plaintiff to develop cancer?

III. LEGAL STANDARD

A defendant may remove to federal court "any civil action brought in a State court of which the district courts of the United States have original jurisdiction." 28 U.S.C. § 1441(a). Courts, however, strictly construe the removal statute *against* finding federal subject-matter jurisdiction, and the defendant bears the burden of establishing the basis for removal. *Provincial Gov't of Marinduque v. Placer Dome, Inc.*, 582 F.3d 1083, 1087 (9th Cir. 2009). Where doubt exists regarding the right to remove an action, it should be resolved in favor of remand to state court. *Matheson v. Progressive Specialty Ins. Co.*, 319 F.3d 1089, 1090 (9th Cir. 2003). Indeed, federal jurisdiction must be rejected if there is *any doubt* as to the right of removal in the first instance. *Gaus v. Miles, Inc.*, 980 F.2d 564, 566 (9th Cir. 1996). This burden is a heavy one.

Here, the Drug Company Defendant's removed this action based on diversity jurisdiction pursuant to 28 U.S.C. § 1332. Notice of Removal ¶ 33, 9-10. The Drug Company Defendants concede, as they must, that there is not complete diversity between the plaintiff and Kaiser because they are both citizens of the State of California. Instead, the Drug Company Defendants argue that

Kaiser is fraudulently joined and, thus, the citizenship of Kaiser should be ignored, and this Court should assume that the amount in controversy exceeds $75,000. Dkt. 1, Notice of Removal ¶¶ 34-46.

Under the doctrine of fraudulent joinder, a district court may ignore the non-diverse defendants in determining whether diversity jurisdiction exists. *See Hunter v. Philip Morris USA*, 582 F.3d 1039, 1043 (9th Cir. 2009). There are two ways to establish fraudulent joinder: (1) actual fraud in the pleading of jurisdictional facts, or (2) inability of the plaintiff to establish a cause of action against the non-diverse party in state court. *Grancare, LLC, v. Thrower*, 889 F.3d 543, 548 (9th Cir. 2018). Here, the Drug Company Defendants do not assert any actual fraud. Rather, their argument for fraudulent joinder is based on the second theory, i.e., inability to establish a cause of action against Kaiser.

Joinder is considered "fraudulent" for the purposes of assessing diversity when "the plaintiff fails to state a claim against a resident defendant, and the failure is obvious according to the settled rules of the state." *Ritchey v. Upjohn Drug Co.*, 139 F.3d 1313, 1318 (9th Cir. 1998). However, the analysis is not based the federal plausibility standard under Rule 12(b)(6). *Grancare*, 889 F.3d at 549. Rather, "if there is *a possibility* that a state court would find that the complaint states a cause of action against any of the resident defendants, the federal court *must* find that the joinder was proper and remand the case to the state court." *Hunter*, 582 F. 3d at 1046 (emphasis added) (quoting *Tillman v. R.J. Reynolds Tobacco*, 340 F.3d 1277, 1279 (11th Cir. 2003) (per curiam)). "A single valid claim against the resident defendant defeats a contention of fraudulent joinder." *Dodich v. Pfizer Inc.*, No. C 18-02764 WHA, 2018 WL 3584484, at *2 (N.D. Cal. July 26, 2018). In determining whether a removed claim is viable, courts typically "look only to a plaintiff's pleadings[.]" *Ritchey*, 139 F.3d at 1318. The court may only go "somewhat further" by allowing a defendant to present additional facts demonstrating joinder was fraudulent. *Id.* Because, here, there are no claims of actual fraud, the inquiry is limited to the complaint, and the defendants "bears a heavy burden[.]" *Grancare,* 889 F.3d at 548 (9th Cir. 2018) (quotations and citations omitted).

As another court in this circuit recently explained, "[t]here is a general presumption against fraudulent joinder, which adds to the usual presumption against removal in all cases under Section 1332(a) and imposes a heavy burden on the defendant to prove." *Knutson vs. Stericycle, Inc.,* No. 24-

cv-05219-JD, 2025 WL 520874 at *2 (N.D. Cal., Feb. 18, 2025) (Donato, J.). "Defendants' main point is that the claim against [the in-state Defendant] is not plausible. But that is not the test. The question is whether defendants have demonstrated that [the Plaintiff] could not possibly recover against [the in-state Defendant] on the allegations in the complaint." *Id.*

"A defendant urging fraudulent joinder must show that the nondiverse party who was joined in the action cannot be liable on *any* theory." *Iniguez v. OnTrac Logistics, Inc., 2025 WL 1077135*, at *2 (N.D. Cal. 2025) (quoting *Grancare*, 889 F.3d at 548) (emphasis added). "In effect, the 'possibility' standard is akin to the wholly insubstantial and frivolous standard for dismissing claims under Rule 12(b)(1).'" *Id.* "If there is any possibility above the trivial or frivolous that the plaintiff can state a claim against the non-diverse defendant, 'the federal court must find that the joinder was proper and remand the case to the state court.'" *Id.,* quoting *Hunter*, 582 F.3d at 1046 (9th Cir. 2009).

IV. ARGUMENT

The Drug Company Defendants bear the burden of proving that Kaiser is fraudulently joined—otherwise, there is a lack of complete diversity and the Court lacks subject matter jurisdiction. To meet that burden, the Drug Company Defendants argue that plaintiff *cannot* bring a claim against Kaiser because "a pharmacy has no independent duty to warn of adverse reactions from consumption of pharmaceutical products," in fact, the Defendants claim that pharmacies have only a narrowly construed duty of care to accurately fill prescriptions. Dkt. 1, Notice of Removal ¶ 29-30.

Plaintiff's FAC states three claims against Kaiser: Strict Products Liability – Failure to Warn (Count I); General Negligence (Claim II); and Negligence – Failure to Warn (Count III). And while all three claims brought against Kaiser are tenable, "[o]ne viable claim will suffice to defeat a removal alleging fraudulent joinder." *See, e.g., AV Technical Support, Inc. v. Acadia Ins. Co.*, No. 5:17-CV-934-DAE, 2018 WL 2245500, at *4 (W.D. Tex., Mar. 20, 2018).

A. Strict Products Liability Against Distributors of Prescription Drugs is Viable Under California Law

Defendants cite *Murphy v. E.R. Squibb & Sons, Inc*., 40 Cal. 3d 672 (1985) as barring Plaintiff's claim of strict liability. Dkt. 1, Notice of Removal ¶¶ 21-22, 36. Defendants do not mention, however, that the *Murphy* court's restrictions on strict product liability apply only to

community pharmacies. The court's reasoning in that case begins with the clear disclaimer: "The discussion which follows relates only to the duties in a community pharmacy of a pharmacist who fills prescriptions for drugs on the order of a physician or other medical care provider, and who has used due care in compounding and labelling the drug." *Murphy,* 40 Cal. 3d at 676; *see also Kripke v. Safeway, Inc.,* 2018 WL 3491903, at *10 (N.D. Cal. 2018) (quotations and citations omitted) (this Court echoing those limits to the *Murphy* holding).

This is why most prior California state courts, as well as federal courts hearing California law, distinguish *pharmacies* from *drug distributors.* "[I]n California, distributors can also be liable for design-defect and failure-to-warn strict product liability. *Vandermark*, 61 Cal. 2d at 262–63, quoting *Dodich,* 2018 WL 3584484, at *3. Simply put, "no California court has ever held that distributors of pharmaceuticals are exempt from the general rule of strict liability for failure to warn[.]" *Andrews v. Bayer Corp.,* 2010 WL 234808, at *3 (C.D. Cal. 2010). While small mom-and-pop pharmacies merely provide a service to the public (*i.e.,* filling a prescription signed by a physician), large drug distributors distribute and sell drugs and, *e.g.,* "have the choice of whom and whom not to contract with." *Dodich*, 2018 WL 3584484, at *3. The control over the distribution and sale of pharmaceuticals maintained by drug distributors introduces new issues of liability that would not attach to the actions of a pharmacist in a community pharmacy.

Here, Kaiser – as detailed in Section IV (C), *infra* – maintains tremendous control over not just the distribution and sale of pharmaceuticals, but also their research, prescription, and pharmacovigilance. Kaiser is readily distinguishable from the "community pharmacy" that *Murphy* described and so Plaintiff alleges a plausible strict products liability failure to warn claim against Kaiser for its sale and distribution of these drugs that harmed Plaintiff.

B. Negligence Against a Retailer of Prescription Drugs is Well-Established under California Law

Negligence against a retailer is a well-established theory of liability under California law. *See In re Zantac (Ranitidine) Prods. Liab. Litig.*, No. 9:20-md-02924 (S.D. Fla. Feb. 19, 2021), ECF No. 2824 (remanding thousands of cases to California state court based on the negligence claims against in-state pharmacies, including Kaiser, that plaintiffs alleged sold defective pharmaceutical products)

see Borreani v. Kaiser Found. Hosps., 875 F. Supp. 2d 1050, 1058 (N.D. Cal. 2012) (remanding an action that contained claims of negligence and negligent failure to warn against Kaiser, finding that such allegations did not give rise to an ERISA claim and therefore did not raise federal question jurisdiction); *Ambriz v. CVS Pharmacy, Inc.*, No. 19-CV-1391, 2020 WL 1660018, at *4 (E.D. Cal. Apr. 3, 2020); *Ferrari v. Nat. Partners, Inc.,* No. 15-CV-04787, 2016 WL 4440242, at *9 (N.D. Cal. Aug. 23, 2016) (finding the plaintiff adequately alleged a negligence claim based on failure to warn against a retailer); *Hensley-Maclean v. Safeway, Inc.,* No. CV 11-01230 RS, 2014 WL 1364906, at *3 (N.D. Cal. Apr. 7, 2014) ("Safeway has not pointed to any statutory provision limiting its general duty of care[.]"); *see Cabral v. Ralphs Grocery Co.,* 248 P.3d 1170, 1175 (Cal. 2011); *see also Garza v. Endo Pharm.,* No. CV 12-1585-CAS OPX, 2012 WL 5267897, at *2 (C.D. Cal. Oct. 24, 2012) (noting that plaintiff "could potentially state a claim against defendant CVS for negligence[.]").

Plaintiff's negligence claims against Kaiser are based on a duty that is enshrined in California law: "to use reasonable care to prevent harm to oneself or to others." CACI No. 1 (California jury instruction for basic standard of care under negligence). And, that duty is imposed on the seller of goods: "A […] seller is negligent if it fails to use the amount of care in […] selling the products that a reasonably careful […] seller would use in similar circumstances to avoid exposing others to a foreseeable risk of harm." *LAOSD Asbestos Cases*, 248 Cal. Rptr. 3d 219, 223 (Cal. Ct. App. 2019), *review denied* (Cal. Aug. 21, 2019) (citing CACI 1221, California model jury instruction for negligence under products liability).

The Drug Company Defendants argue that "the proper cause of action to assert such misconduct against a pharmacy in California law is under a professional negligence theory pursuant to the Medical Injury Compensation Reform Act (MICRA), not as a general negligence claim." Dkt. 1, Removal, ¶ 27. But Defendants' argument is of no moment because the general rule in California is that sellers of a good also have a duty to exercise reasonable care, and brushes aside the thousands of cases that have been tried in California state court based on general negligence claims against in-state retailers.[1] Even if this Court entertained Defendants' novel theory that claims against

[1] For this proposition, that "California courts decline to entertain such claims [against pharmacies] under a general negligence theory," Defendants cite just two decisions on 12(b)(6) motions.

pharmacies or pharmacists *must* be brought under MICRA, the fact remains that Plaintiff would still have a claim for professional negligence against Kaiser that would simply be governed by MICRA's limitations – which does raise a federal question and still leaves Kaiser and Plaintiff as non-diverse parties.

In addition, and importantly, Kaiser is far more than a pharmacy, and the allegations in this case cover conduct well-beyond that of a typical pharmacist filling a prescription. As this Court explained in *Borreanai* – another case involving Kaiser as a California distributor of the drugs at issue:

> "Kaiser is an integrated managed care consortium that operates medical facilities employs health care providers, and distributes a variety of medical services. As part of its coverage, Kaiser utilizes a centralized Drug Information Service ("DIS") to research drugs and present information about these drugs to physicians and to the company's eight regional divisions. Each region's Pharmacy and Therapeutics ("P & T") Committee then uses this data to choose the safest and most effective formulary, a catalog or pre-approved medications. Drugs are listed without restrictions, with restrictions, or with a variety of guidelines. If a drug appears without restrictions, it may be prescribed for whatever condition the physician deems appropriate. Alternatively, if a drug is listed with certain guidelines or restrictions, the physician may consider those limitations when prescribing to patients. Although Kaiser will pay for off-formulary prescriptions, an internal study concluded that over 95% of prescriptions from Kaiser doctors conformed to the formulary guidelines."

Borreani, 875 F. Supp. 2d at 1052.

Plaintiff was well within Kaiser's duty of care for decades, as a patient at Kaiser hospitals, where she was prescribed risperidone and olanzapine by Kaiser medical professionals. FAC ¶¶ 98-101. Plaintiff has not had the ability to conduct discovery due to Defendants' immediate removal, but Plaintiff anticipates discovery will show that, like in *Borreani*, Kaiser's medical professionals were following the guidance of Kaiser's internal drug information programs and committees. When the prescriptions she received for these drugs were filled, they were often distributed and sold to her by Kaiser. *Id*. at ¶16. As in *Borreani*, Plaintiff "simply assert[s] state tort claims arising from defendants' alleged negligence in maintaining their drug formularies and in educating Kaiser physicians." *Borreani,* 875 F. Supp. 2d at 1055; FAC ¶¶ 98-101.

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C. Plaintiff's First Amended Complaint Clearly Outlines the Factual Basis for Her Claims Against Kaiser

The claims stated in Plaintiff's FAC apply to Kaiser. Without reiterating the allegations in full, it is worth reiterating that many of the allegations apply to Kaiser and Kaiser alone. The Strict Products Liability Claim is brought on the basis that Kaiser and other "Defendants were engaged in the business of […] distributing […] and selling Defendants' Drugs ingested by plaintiff." FAC ¶ 111. The General Negligence claim is brought on the basis that "Defendants were engaged in the business of […] testing, […] warnings given, distribution, sale, and/or post-marketing safety monitoring of Defendants' Drugs, including a duty to ensure the products did not cause users to suffer from unreasonable, dangerous side effects when used alone or in foreseeable combination with other drugs." FAC ¶ 123. In her Negligent Failure to Warn Claim (Count III), brought against all Defendants including Kaiser, Plaintiff alleges "Defendants engaged in the business of testing […] selling, handling, storing, distribution, and promoting Defendants Drugs. Defendants knew or by the exercise of reasonable care should have known that Defendants' Drugs are not accompanied with adequate warnings or instructions concerning the dangerous characteristics of Defendants' Drugs. These actions were under the ultimate control and supervision of Defendants." FAC ¶ 135.

When outlining the basis for her Failure to Warn claims, Plaintiff states that Kaiser, among the other defendants, breached its duty by concealing or ignoring the dangers of Defendants' Drugs from Plaintiff and Kaiser's own physicians. *See* FAC ¶ 118; ¶147. These allegations are like those made in *Borreani*, where the Plaintiff alleged that "Kaiser wrongfully withheld vital information from its physicians about the efficacy and safety of Neurontin for off-label use in the treatment of peripheral neuropathy." *Borreani*, 875 F. Supp. 2d at 1053.

When outlining the basis for her Negligence claim, plaintiff states that Kaiser, among the other defendants, breached its duty in the following respects:

> "a. Failure to perform adequate testing, research, and analysis concerning the safety of Defendants' Drugs, which would have shown that the drugs posed a serious risk of breast cancer, and the potential of hyperprolactinemia to stimulate tumorigenesis.
>
> "b. Failure to provide adequate and appropriate warnings to the medical community and the public, including Plaintiff's prescribing physician and Plaintiff, about the risk of breast cancer associated with Defendants' drugs.

> "c. When placed in the stream of commerce, Defendants' Drugs were defective in design and formulation by, inter alia, elevating prolactin levels and causing breast cancer, such that the product was unreasonably dangerous to an extent beyond that which an ordinary consumer would contemplate;
>
> "d. When placed in the stream of commerce, Defendants' Drugs were unreasonably dangerous in that they were hazardous and posed a risk of breast cancer when used in a reasonably anticipated manner;
>
> "e. Defendants' Drugs present a risk of harmful side effects (i.e., increased prolactin and breast cancer) that outweighs any potential utility stemming from the use of Defendants' Drugs; […]
>
> "g. Defendants did not conduct adequate post-marketing surveillance of Defendants' Drugs; and
>
> "h. Defendants could have employed safer alternative designs, including, inter alia, a design that did not unreasonably increase prolactin levels and present a risk of breast cancer."

FAC ¶154(a)-(g).

Here, Plaintiff alleges that Kaiser knew or should have known about the link between the Defendants' Drugs, hyperprolactinemia, and the resultant risk of breast cancer. FAC ¶¶ 53-93 (citing numerous peer-reviewed publications about Risperdal and Zyprexa causing hyperprolactinemia and increasing the risk of breast cancer). Many of these facts were readily knowable within the published peer-reviewed journals. *Id.* Now, whether Kaiser in fact knew or should have known about the breast cancer risk is a merits question for the fact finder—it does not render Plaintiff's claims impossible nor Kaiser fraudulently joined. To the contrary, Plaintiff has established plausible claims for general negligence, as well as strict liability and negligence failure to warn.

The Drug Company Defendants cannot, as a matter of law, meet their heavy burden of proving that a negligence claim against Kaiser is impossible. Indeed, the allegations in the FAC suggest the opposite—that the claims against Kaiser are entirely viable. As such, the Drug Company Defendants' removal is improper, and this case should be immediately remanded.

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V. CONCLUSION

Because the parties are not diverse and the Court lacks subject matter jurisdiction, Plaintiff respectfully requests that this Court remand this action back to California state court.

Respectfully submitted,

Dated: June 11, 2025

WISNER BAUM, LLP

/s/ Conor Kennedy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

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Plaintiff,

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Defendant.

Case No. 3:25-cv-04318-AMO

Assigned to Hon. Judge Araceli Martínez-Olguín

[PROPOSED] ORDER GRANTING MOTION TO REMAND

Hearing Date:	September 18, 2025
Time:	2:00 p.m.
Courtroom:	10
Action Filed:	April 21, 2015
Action Removed:	May 20, 2025
Trial Date:	None Set

Having considered Plaintiff's Motion to Remand to State Court, the Court finds that there is a lack of complete diversity and therefore the Court lacks subject matter jurisdiction over this action. Plaintiff's Motion is **GRANTED.**

Pursuant to 28 U.S.C. § 1452 and § 1447(c), this action is hereby **REMANDED** to the Superior Court of the State of California, County of Alameda.

IT IS SO ORDERED.

HON. ARACELI MARTÍNEZ-OLGUÍN