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UNITED STATE DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DIANE ARTEMIS YAFFE, individually,

Plaintiff,

v.

JPMORGAN CHASE BANK, N.A., a Delaware Corporation,
STEPHANIE CASILIAS, an individual;
and **DOES 1 through 25**, inclusive,

Defendants.

CASE NO.: 3:24-CV-01357-RFL

(Removed from San Mateo Superior Court, Case No.: 24-CIV-00420)

PLAINTIFF DIANE ARTEMIS YAFFE'S REPLY BRIEF IN SUPPORT OF MOTION FOR REMAND

Date: June 25, 2024
Time: 10:00 a.m.
Judge: Hon. Rita F. Lin

I. INTRODUCTION

Plaintiff Artemis Yaffe ("Plaintiff") submits this reply to the Opposition to Plaintiff's Motion for Remand filed by Defendants JPMorgan Chase Bank, N.A. ("Chase") and Stephanie Casillas[1] ("Casillas") (collectively, "Defendants").

Defendants have failed to meet their burden to show that Plaintiff's suit is removable under 12 U.S.C. § 632, let alone overcome the strong presumption *against* removal jurisdiction. The Edge Act does not apply and Plaintiff respectfully requests that this Court remand this case to Superior Court.

Defendants have not met their "heavy burden of establishing fraudulent joinder" of Casillas. Defendants cannot demonstrate by clear and convincing evidence that Plaintiff has "no possibility" of establishing any plausible cause of action against California citizen Casillias, so remand is proper.

II. ARGUMENT

A. THE EDGE ACT DOES NOT CONFER SUBJECT MATTER JURISDICTION OVER THIS MATTER

As set forth in Plaintiff's Motion, Plaintiff's claims do not arise out of transactions involving international or foreign banking. Whether Plaintiff's life savings were wired inside, or outside, the United States makes no difference to Plaintiff's state law claims against Defendants. Plaintiff is alleging that because of the fraudulent nature of the transactions and the numerous suspicious circumstances surrounding them, (e.g. extreme and unusual transaction size, unusual stated purpose for the transactions, unusual existence of substantial funds in Plaintiff's account, unusual changing of branches for transactions, Plaintiff's elderly and unsophisticated status, the blackmailer staying on the phone with Plaintiff while Plaintiff was inside Chase branches, Defendants denying some of the transactions the same day they approved others, Bank of America having denied the transactions prior) these wire transfers, regardless of where the money ultimately went, should not have happened in the first place under California's Elder Abuse Act, Welfare & Institutions Code § 15600, *et seq*., and California's Unfair Competition Laws ("UCL"), Business and Professions Code § 17200 *et seq*. Complaint ¶¶ 17-52, 68-70. As such, no part of Plaintiff's case arises out of "international" or "foreign banking" sufficient to confer federal question jurisdiction under the Edge Act.

[1] Plaintiff refers to Defendant Casillas in this brief as Defendants have spelled her name in their briefing.

Contrary to Defendants' arguments, the foreign destination of Plaintiff's wires is not the gravamen of Plaintiff's claims against Defendants under the California Elder Abuse Act or the UCL. While the Ninth Circuit has recognized that the Edge Act often amounts to a "broad grant of jurisdiction," *City & Cnty. Of San Francisco v. Assessment Appeals Bd.*, 122 F. 3d 1274, 1276 (9th Cir. 1997), "broad" does not mean absolute. *See e.g., California v. Wells Fargo & Co.*, 205 WL 4886391, at *7 (C.D. Cal. Aug. 13, 2015) (recognizing that uniformly resolving questions in favor of Edge Act Jurisdiction "would lead to absurd results."). Defendants' proposed interpretation and application of the Edge Act here would also lead to an absurd and arbitrary result. *Id.*; *see also e.g., Sollitt v. KeyCorp*, 463 F.App'x 471, 473 (6th Cir. 2012) (refusing to subscribe to the "inherently limitless view" that the Edge Act confers jurisdiction if "any part" of the suit "arises out of transactions involving international or foreign banking"); *Weiss v. Hager*, 2011 WL 6425542, at *8 (S.D.N.Y. 2011) (finding no jurisdiction because the heart of the matter was defendants defrauding plaintiff and causing him to wire funds, and that the accounts were in European banks was "incidental" and not "legally significant"); *Kim v. Wells Fargo, N.A.*, 2021 WL 5996486, at *2 (N.D. Cal. Dec. 20, 2021) (holding that California Elder Abuse Act claims, like wrongful termination or malicious prosecution claims, "cannot reasonably be said to have arisen out of international banking transactions.").

While Defendants do not address them in their opposition, the *Weiss* and *Kim* cases are directly on point. In *Weiss*, the plaintiff opened accounts in a New York branch of Capitol One and was provided with allegedly fraudulent investment advice regarding a foreign trading program by a Capitol One employee. *Weiss*, 2011 WL 6425542, at *1-4. Based on the fraudulent advice, plaintiff made a series of transactions, including wiring "substantial sums of money to various European bank accounts, which were controlled by defendants," and wiring $350,000 to an account in Israel. *Id.* at *3-4. Plaintiff brought various claims against defendants including fraud, conspiracy to commit fraud, negligence per se, and violations of New York General Business Law § 349 (which is similar to California's UCL). *Id.* at *1. Capitol One removed the case and argued jurisdiction under the Edge Act, claiming that "[p]laintiff's case directly arises out of international banking operations, and alternatively, even if this Court finds that plaintiff's claims are only indirectly connected to international banking operations, the court still has jurisdiction because the Edge Act broadly applies to claims that involve, *in any way*,

international banking transactions or financial operations." *Id.* at *6-7 (emphasis in original). Yet the court noted it "cannot find that it has § 632 jurisdiction merely because there was a federally charted bank involved, there were banking-related activities, and there were foreign parties." *Id.* at *7. Rather, it "must carefully examine the nature of the transaction said to ground 632 jurisdiction." *Id*. In distinguishing *Weiss* from cases where the Edge Act controls, the court explained:

> The Court holds that the international banking transactions alleged in plaintiff's complaint are not legally significant, and thus plaintiff's claims do not arise out of international banking transactions as required by the Edge Act. . . Plaintiff's claims rest solely on state law and relate to international banking only insofar as the defendants fraudulently convinced plaintiff to wire money to various European bank accounts which were controlled by defendants. This connection is incidental, or as plaintiff argues, fortuitous; the defendants could have convinced plaintiff to send his money anywhere. That plaintiff sent money to European bank accounts is not integral to his claims. . . . This case involves no banking law issues, and none of the European banks that received plaintiff's money are sued in the complaint. *Id*. at *8-9 (emphasis added).

Plaintiff only brings claims against Defendants under California's Elder Abuse Act and UCL, and none of the banks that received Plaintiff's moneys are defendants. The international destination of Plaintiff's money is only significant to the extent that it is one more detail that shows Chase and Casillas knew or should have known that they were assisting financial abuse. Thus, just as in *Weiss*, Plaintiff's money happening to be wired to a bank account in a foreign country is not legally significant here.

As noted in Plaintiff's Motion, none of Plaintiff's claims against Defendants involve federal question or banking laws. *See e.g. Caggiano v. Pfizer*, 384 F.Supp.2d 689, 690 (S.D.N.Y. 2005) (no federal question jurisdiction found because "a jury could find defendants liable on each and every one of the eight claims without being required to determine whether any federal law has been violated."). Rather, Plaintiff's claims against Defendants are only remotely and fortuitously related to "international banking" at best, and not subject to Edge Act jurisdiction. *See e.g. Speedy Stop Food Stores, LLC v. Visa Inc.*, 2013 U.S. Dist. LEXIS 200283, at *12-13 (S.D. Tex. Dec. 26, 2013) (under the "three-part nexus" between Edge Act corporation, the banking or financial transaction, and the offshore component, "[t]he involvement of any foreign banks [was] fortuitous and legally insignificant to Speedy Stop's lawsuit" and remanding the case);[2] *Landesbank Baden-Wurttemberg v. Capitol One*

[2] The *Speedy Stop* court also noted that cases such as *Pinto v. Bank One Corp.*, 2003 WL 21297300 (S.D.N.Y. 2003), which Defendants rely on to argue the international aspect of the transactions is significant here, "espoused a liberal reading of the Edge Act that, in this Court's analysis, does not survive the [*Am.*

Financial Corp., 954 F.Supp2d. 223, 226-27 (S.D.N.Y. 2013) (finding the involvement of a foreign transaction fortuitous with respect to the matters placed in issue by the case insufficient to satisfy the requirements of Edge Act removal); *Sealink Funding Ltd. v. Bear Stearns & Co. Inc.*, 2012 WL 4794450, at *14-16 (S.D.N.Y. Oct. 9 2012) (finding that the involvement of foreign entities was fortuitous, and that foreign involvement was too attenuated to support Edge Act jurisdiction).

Kim involves even more similar facts. Plaintiff sued Wells Fargo, Bank of America, and individual bank employees in Superior Court for violations of the California Elder Abuse Act and UCL, after both banks assisted in wiring his lifesavings out of his respective accounts, at the behest of unknown scammers. *Kim,* 2021 WL 5996486 at *2. The banks removed the case on federal question grounds under 28 U.S.C. §1441(a) and the Edge Act. As explained by the Court in its decision granting Plaintiff's motion to remand, "the hook for the application of the Edge Act is that the wire transfers were sent to accounts in overseas banks." *Id*. The Court further explained that:

> Defendants removed under Section 632 solely on the basis of Kim's transfer records, which are said to show that the money taken from him wound up in accounts in Thailand and Dubai. (citations omitted). Even so, those records do not demonstrate that Kim's elder abuse claims fall within the purview of the Edge Act. **The abuse claims originate and flow from defendants' involvement in Kim's conduct in California vis-à-vis the elder abuse provisions in California Welfare & Institutions Code Section 15610.30. Where Kim's money ended up as a result is not the genesis or gravamen of the claim.** In this respect, Kim's lawsuit is akin to the cases that declined removal under Section 632 for claims of wrongful termination or malicious prosecution. (citations omitted) Such claims, like the elder abuse claims here, cannot reasonably be said to have arisen out of international banking transactions. *Id*. at *2 (emphasis added).

Plaintiff's case involves nearly identical facts. Just as in *Kim*, Plaintiff's claims originate and flow from Defendants' conduct in California, i.e. their alleged violations of California common and statutory law. Plaintiff's claims cannot reasonably be said to have arisen out of international banking transactions. Like in *Kim* and *Weiss*, there is no federal question jurisdiction here.

This case is also distinguishable from *Gray* and *Bortz*, cases Defendants devote an entire page to. *See* Opposition at 5-6, discussing *Gray v. Ben*, 2022 WL 3928375 (C.D. Cal. Aug. 31, 2022) and *Bortz v. JPMorgan Chase Bank, N.A.*, 2021 WL 4819575 (S.D. Cal. Oct. 15, 2021) (Order on Motion

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Int'l Group, Inc. v. Bank of America Corp., 712 F.3d 775 (2d Cir. 2013)] holding, "although noting that "[e]ven in Pinto, however, Edge Act removal was considered to require that the offshore banking or financial transactions – regardless of how incidental – be 'legally significant' to the issues in the case. 2013, U.S. Dist. LEXIS 200283, at *13-14 (emphasis added).

to Dismiss, with relevant footnote only). While elsewhere conceding that the Edge Act at least *can* be narrowly construed in instances like this one (Opposition at 8:15-16), Defendants argue that *Gray* is instructive. However, unlike here, in *Gray*, the plaintiff's case included allegations that the defendant bank had *failed to recover the money from the international banks after it was stolen*. *Gray*, 2022 WL 3928375, at *1. Defendant's reliance on *Bortz* should also be given little weight as *no motion to remand or opposition to defendants' response to the order to show cause were ever filed* by the *Bortz* plaintiffs. *See Bortz v. JPMorgan Chase Bank, N.A.*, Case No. 3:21-CV-00618.

Edge Act jurisdiction is narrowly construed and strictly limited to cases where the international banking transaction is "legally significant" and "integral" to the plaintiff's claims, which Defendants cannot show is the case here. Given the presumption that removal statutes are to be strictly construed (*Telecredit*, 679 F.Supp. at 1103) and that generally "courts have interpreted § 632 narrowly" (*Bank of New York*, 861 F. Supp. At 232), there is not an adequate basis to conclude that the Edge Act applies here. Because Defendants have failed to meet their burden to show that this suit is removable under 12 U.S.C. § 632, let alone overcome the strong presumption against removal jurisdiction (*Hunter v. Philip Morris USA*, 582 F.3d 1039, 1042 (9th Cir. 2009)), Plaintiff respectfully requests that this Court remand this case to the County of San Mateo where it belongs.

B. DEFENDANTS HAVE NOT DEMONSTRATED BY CLEAR AND CONVINCING EVIDENCE THAT CASILLAS WAS FRAUDULENTLY JOINED

Defendants have also failed to meet their heavy burden for proving the fraudulent joinder of Defendant Casillas, a California citizen who signed off on the most flagrantly fraudulent transaction in this case. As discussed below and in Plaintiff's Motion, her complaint states sufficient allegations against Casillas. Motion at 6:15-18.

California statutory law expressly provides that "an agent is responsible to third persons as a principal for his acts in the course of his agency. . . [w]hen his acts are wrongful in their nature." Cal. Civ. Code § 2343(3).[3] "[T]he general rule in California and elsewhere is that an agent is liable for his

[3] Plaintiff addressed the inapplicability of Defendants' primary legal authority for removal on the basis of fraudulent joinder, *Mercado*, in her Motion at 7. As Defendants well know, to the extent Plaintiff's Complaint should clearly assert Casillas acted to her own personal advantage, Plaintiff could without difficulty amend her complaint.

tortious acts that injure a third party." *Kyle v. Envoy Mortg. LLC*, No. 18-cv-2396-BAS-WVG, 2018 U.S. Dist. LEXIS 212199, at *8-9 (S.D. Cal. Dec. 17, 2018). Defendants have not cited authority to dispute the same standard would apply to Plaintiffs' California statutory claims against Casillas.

Case law is clear that "a defendant seeking removal based on an alleged fraudulent joinder must do more than show the complaint at the time of removal fails to state a claim against the non-diverse defendant." *Padilla v. AT&T Corp.*, 697 F.Supp.2d 1156, 1159 (C.D. Cal. 2009) (holding "[r]emand must be granted unless the defendant shows that the plaintiff 'would not be afforded leave to amend his complaint to cure [the] purported deficiency'" and "where fraudulent joinder is an issue the Court may look beyond the pleadings") Rather, "[t]he defendant must also show that there is *no possibility* that the plaintiff could prevail on any cause of action it brought against the non-diverse defendant." *Id.* (emphasis added); *see also Alderman v. Pitney Bowes Mgmt. Servs.*, 191 F.Supp.2d 1113, 1116 (N.D. Cal. 2002) ("Because the removing party bears the heavy burden of establishing jurisdiction and, consequently, the presence of sham defendants, 'doubt arising from merely inartful, ambiguous, or technically defective pleadings should be resolved in favor of remand"); *Nickelberry v. Daimler-Chrysler Corp.*, No. C-06-1002 MMC, 2006 U.S. Dist. LEXIS 22545, at *4-5 (N.D. Cal. Apr. 17, 2006) (remanding where defendant failed to demonstrate plaintiff would not be given leave to amend to cure the pleading deficiency). Here, Defendants failed to show by clear and convincing evidence that it is obvious under well-settled state law that plaintiff could not prevail against Casillas based on allegations in the Complaint. And through continued litigation of this case, the facts will show the extent of her involvement in Plaintiff's numerous suspicious transactions, including her knowledge that a financial elder abuse scam was taking place, and because she failed to detect, deter, respond to the many red flags of financial elder abuse raised by Plaintiff's suspicious account activity.

Defendants cannot overcome the strong presumption against fraudulent joinder because they cannot demonstrate by clear and convincing evidence that Plaintiff has "no possibility" of establishing any plausible cause of action against Casillas for financial elder abuse, or unfair business practices.

1. CASILLAS CAN BE HELD LIABLE FOR FINANCIAL ELDER ABUSE

In the Ninth Circuit, a non-diverse defendant is only deemed a "fraudulently joined" defendant "if, after all disputed questions of fact and *all ambiguities in the controlling state law* are resolved in

the plaintiff's favor, the plaintiff could not possibly recover against the party whose joinder is questioned. *Padilla*, 697 F. Supp.2d at 1158 (emphasis added). This means that the alleged failure must be *"obvious according to the well-settled rules of the state"* in order for the defendant to be considered "fraudulently joined." *Id*. at 1158-59 (emphasis added); *see also Burris v. AT&T Wireless, Inc.*, 2006 U.S. Dist. LEXIS 52437, at *3-5 (N.D. Cal. July 19, 2006) (remanding where defendant failed to demonstrate it was obvious under *settled* state law that plaintiff could not prevail against individual employee).

Here, caselaw is still unsettled on the definition of financial elder abuse under Welfare & Institutions Code § 15610.30 as amended in 2008. Indeed, when California legislators first enacted § 15610.30, and thereafter amended it in 2009, they did not anticipate that various courts would misinterpret the law as applied to banks, with disastrous results. Nonetheless, as Defendants point out, the California Court of Appeal, Second District's interpretation of the *original* version of § 15610.30 in *Das v. Bank of America*, 186 Cal.App.4th 727 (2010), which set a standard completely contrary to the protectionary purpose of the statute, was blindly followed by numerous courts, including those interpreting the current, revised statute, over the past fourteen years. Because of the misapplication of actual knowledge standard required to state a claim for violation of § 15610.30(a)(2), the California Legislature has again begun the process of amending the statute with language directed at banks.[4]

As noted above, the primary case that Defendants rely on, *Das v. Bank of America, N.A.*, 186 Cal.App.4th 727 (2010), was decided under the prior, pre-amended version of § 15610.30 which required a finding of "bad faith." *Id*. at 736. However, as discussed multiple times in *Das*, § 15610.30 was substantively amended effective January 1, 2009, constituting "a material change in the statutory definition of financial abuse." *Id*. [holding "[t]he financial abuse statute, as amended in 2008, presents an essentially new statute"].) For this reason, Defendants' other "supporting" cases which (often reluctantly) rely on *Das* are easily distinguished. *See e.g. Bortz v. JP Morgan Chase Bank, N.A.*, 2023

[4] *See e.g.* Press Release published by California Senator Bill Dodd, District 3, February 1, 2023, available at https://sd03.senate.ca.gov/news/20230201-sen-dodd-introduces-elder-fraud-protection-bill (last accessed May 9, 2024) (Explaining that "Sen. Bill Dodd, D-Napa, introduced legislation today that would strengthen elder and dependent adult financial abuse protections by *clarifying* the duties of banks and financial institutions to safeguard against fraud.") (emphasis added).

WL 4700640, at *2 (9th Cir. July 24, 2023) (explaining that the outdated "*Das* is the only published state appellate authority to have interpreted section 15610.30(a)(2)," that plaintiffs did not allege actual knowledge and that the Court followed *Das* because it was "'obligated'" to do so until the issue is determined by the California Supreme Court). Plaintiff's Complaint clearly meets the knew or should have known standard against both Casillas and Chase. *See* Complaint ¶¶ 90-100.

But even if actual knowledge *is* required here, an interpretation of the current statute that is at odds with the California Legislature's stated intent and with *Das*, Plaintiff's Complaint alleges sufficient facts to state a cause of action for financial elder abuse against both Casillas and Chase. Taken in their entirety, Plaintiff's allegations clearly demonstrate Casillas knowingly assisted elder abuse by signing off on a fraudulent transaction mere hours after another Chase employee had identified the transaction as fraudulent and refused to complete it. ¶¶ 47-48, 92. Defendant Casillas did not ask a single question to Plaintiff about the previously-denied $286,000 transfer before approving it. ¶ 49. On these facts, there can be no credible argument that Casillas did not know about the ongoing elder abuse. Even more, the number of cases filed due to financial elder abuse scams involving banks like Chase over the past few years supports the inference that Defendants *did* have actual knowledge that Plaintiff was a victim of financial elder abuse in 2022. *See* Opposition at 11-12 (citing nearly a dozen cases involving banks authorizing fraudulent transactions involving elder Californians since 2018).

Defendants have not met their heavy burden of demonstrating that it is obvious under well-settled state law that Plaintiff has no plausible claim against Casillas for assisting in elder abuse.

2. CASILLAS CAN BE HELD LIABLE FOR HER UCL VIOLATIONS

Plaintiff has properly alleged a cause of action against Casillas under Welfare & Institutions Code § 15610.30, which may serve as a predicate violation for Plaintiff's UCL claim. *Rand v. Am. Nat'l Ins. Co.*, 2009 U.S. Dist. LEXIS 64781, *12 (N.D. Cal. July 27, 2009). And even if Casillas' actions and inactions did not rise to the level of violating the California Elder Abuse Statute, Plaintiff's allegations still exceed the UCL's "unfair" prong standard. *See* Motion at 8-9.

3. CASILLAS OWED PLAINTIFF A DUTY AND IS NOT DISPLACED BY THE UCC

In 1990, the Legislature enacted Article 4A of the Uniform Commercial Code as Division 11 (Funds Transfers) of the California Uniform Commercial Code. (11101 et seq.). The purpose of

Article 4A was outlined in *Zengen, Inc. v. Comerica Bank*, 41 Cal.4th 239, 252–53 (2007):

> The focus of the Article 4A is a type of payment, commonly referred to as a 'wholesale wire transfer,' which is used almost exclusively between business or financial institutions. . . Funds transfers involve competing interests—those of the banks that provide funds transfer services and the commercial and financial organizations that use the services, as well as the public interest.

The *Zengen* court further explained that "[t]he California Uniform Commercial Code does not automatically displace all other legal principles." *Zengen*, 41 Cal. 4th at 251. Indeed, where not displaced by a particular provision, "the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions.'" Id. In *Zengen*, which the *Chino* court subsequently relied on, the court found that "[b]ecause [division 11 of the UCC] provides detailed rules and procedures concerning funds transfers that squarely cover the transactions at issue," the code displaced the plaintiff's common law causes of action. *Zengen*, 41 Cal. 4th at 244. Such a conclusion was reasonable based on the specific facts of *Zengen*, which involved a CEO's embezzlement, accomplished in part due to the provisions of the corporation's funds transfer authorization agreement with the defendant bank. Like in *Zengen*, the party asserting negligence by a bank in *Chino* was a corporation, Faux Themes, Inc., and neither case involved allegations of elder abuse. *Chino Com. Bank, N.A. v. Peters*, 190 Cal. App. 4th 1163, 1167 (2010). Each factual scenario involved three and four wire transfers, respectively, between corporations and each case required the balancing of the competing interests at the heart of the purpose of Division 11, "those of the banks that provide funds transfer services and the commercial … organizations that use the services." *Zengen*, Inc. 41 Cal. 4th at 253.

Neither of these cases, nor the principles of law and equity, support the conclusion that Division 11 bars common law claims such as this one, involving an individual consumer in a protected class victimized by a bank and banker's assistance in a fraudulent financial abuse scheme. Here, though Plaintiff's allegations of negligence and financial elder abuse include multiple wire transfers effectuated by bank representatives, her claims do not arise from Chase's and Casillas' mere acceptance of each individual wire transfer order. As outlined above, Defendants' liability for negligence arises due to the totality of activity that resulted in the draining of Plaintiff's life savings,

which Defendants knew resembled fraudulent activity uncharacteristic for their longtime elderly customer.

C. PRINCIPLES OF COMITY SUPPORT REMAND

As set forth in *Grable & Son Metal Products, Inc. v. Darue Engineering & Manufacturing*, 545 U.S. 308, 313-14 (2005):

> Federal-question jurisdiction is usually invoked by plaintiffs pleading a cause of action created by federal law, but this Court has also long recognized that such jurisdiction will lie over some state-law claims that implicate significant federal issues [citations omitted]. . . These considerations have kept the Court from adopting a single test for jurisdiction over federal issues embedded in state-law claims between non-diverse parties. Instead, the question is whether the State-law claim necessarily stated a Federal issue, actually disputed and substantial, which a Federal forum may entertain without disturbing a congressionally approved balance of Federal and State judicial responsibilities. *Id*. (emphasis added).

Plaintiff's claims do not present a substantial dispute or controversy regarding the validity, construction or effect of any federal or banking law. Rather, Plaintiff relies exclusively on state law, which provides ample and proper bases for resolution. Yet Defendants would have this Court believe that the fortuitous destination of the wires transfers in question allows removal. This assertion is inconsistent with the principle of limited jurisdiction, the premise that a plaintiff is master of her case, and with comity, placing this Court in a position of being forced to regularly interpret state laws-notwithstanding the availability of state Courts.

Plaintiff accordingly respectfully submits that the Court should reject Defendants' attempt to stymie the methods chosen by Plaintiff to vindicate the rights of elderly citizens such as herself.

III. CONCLUSION

For the foregoing reasons, Plaintiff moves for remand back to San Mateo Superior Court.

Dated: May 17, 2024 **COTCHETT, PITRE & McCARTHY, LLP**

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