

1 Lisa S. Kantor, Esq. State Bar No. 110678, [lkantor@kantorlaw.net](mailto:lkantor@kantorlaw.net)  
 2 Elizabeth K. Green, Esq. State Bar No. 199634, [egreen@kantorlaw.net](mailto:egreen@kantorlaw.net)  
 3 KANTOR & KANTOR, LLP  
 19839 Nordhoff Street  
 4 Northridge, CA 91324  
 Telephone: (818) 886-2525  
 Facsimile: (818) 350-6272

5 Attorneys for Plaintiffs,  
 Daniel P. Porter and Cherie Porter

6 SEYFARTH SHAW LLP  
 7 Kamili W. Dawson, State Bar No. 193264, [kdawson@seyfarth.com](mailto:kdawson@seyfarth.com)  
 560 Mission Street, Suite 3100  
 8 San Francisco, California 94105  
 Telephone: (415) 397-2823  
 9 Facsimile: (415) 397-8549

10 Attorneys for Defendants  
 Blue Cross Blue Shield of Illinois, a Division of Health Care Service Corporation, a  
 11 Mutual Legal Reserve Company, erroneously sued as Blue Cross Blue Shield of  
 Illinois, and United Airlines Employee Welfare Benefit Plan, sued erroneously as  
 12 United Airlines Retiree Medical Plan

13 UNITED STATES DISTRICT COURT  
 14 EASTERN DISTRICT OF CALIFORNIA  
 15

16 DANIEL P. PORTER and CHERIE  
 17 PORTER,

18 Plaintiffs,

19 vs.

20 BLUE CROSS BLUE SHIELD OF  
 21 ILLINOIS and UNITED AIRLINES  
 22 RETIREE MEDICAL PLAN;

23 Defendants.

CASE NO: 2:09-cv-01604-FCD-DAD

**STIPULATION AND ORDER TO  
 DISMISS DEFENDANT BLUE  
 CROSS BLUE SHIELD OF ILLINOIS  
 WITH PREJUDICE**

24 IT IS HEREBY STIPULATED, by and between Plaintiffs Daniel P. Porter and  
 25 Cherie Porter, and Defendants Blue Cross Blue Shield of Illinois, a Division of health  
 26 care Service Corporation, a Mutual Legal Reserve Company (“HCSC”) and United  
 27 Airlines Employee Welfare Benefit Plan (“United”), by and through their respective  
 28 counsel of record, that this action shall be dismissed with prejudice as to Defendant

1 HCSC.

2 This action is governed by ERISA and results from a denial of medical benefits  
3 to Plaintiff by Defendants under a group plan of health insurance created by  
4 Defendant United for the benefit of its employees. Defendant United acknowledges  
5 that should medical benefits be found owing to Plaintiff pursuant to the terms of the  
6 subject ERISA plan, it will be the party obligated to pay said benefits, judgment, and  
7 any attorneys' fees and costs ordered by the Court.

8 The parties further agree that based on Defendant United's foregoing  
9 obligations, Defendant HCSC is not a necessary party to this action. Defendant  
10 United further agrees that at no time during the course of this litigation will it contend  
11 that the action is defective as a result of HCSC having been dismissed from the action.

12 This Stipulation is based on the mutual understanding that dismissal of HCSC  
13 will not affect the ability of the remaining Defendant to satisfy any money judgment  
14 issued in this action. Defendant HCSC agrees to waive attorneys' fees and costs  
15 against Plaintiffs and Plaintiffs agree to waive attorneys fees and costs against  
16 Defendant HCSC only.

17  
18  
19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
20

21 Dated: April \_\_, 2010

KANTOR & KANTOR , LLP

22 By: \_\_\_/s/\_\_\_\_\_  
23 Elizabeth Green  
24 Attorneys for Plaintiffs  
25 Daniel Porter and Cherie Porter  
26  
27  
28

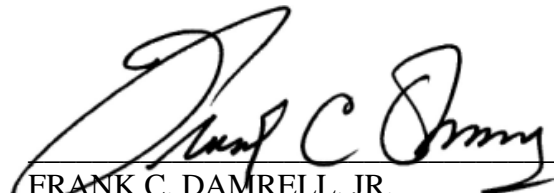
1  
2 Dated: April \_\_, 2010

SEYFARTH SHAW LLP  
By: \_\_\_/s/\_\_\_\_\_  
Kamili W. Dawson  
Attorneys for Defendants  
Blue Cross Blue Shield of Illinois,  
a Division of Health Care Service  
Corporation, a Mutual Legal  
Reserve Company and United  
Airlines Employee  
Welfare Benefit Plan

3  
4  
5  
6  
7  
8  
9  
10 **ORDER**

11 IT IS HEREBY ORDERED, pursuant to the stipulation of the parties, the  
12  
13 above entitled action is dismissed with prejudice as to Defendant HCSC only.  
14 Plaintiffs and Defendant HCSC to bear their own costs and attorneys' fees as between  
15 each other.  
16

17  
18 DATED: April 19, 2010

19   
FRANK C. DAMRELL, JR.  
UNITED STATES DISTRICT JUDGE  
20  
21  
22  
23  
24  
25  
26  
27  
28