

1 J. Russell Stedman (117130),
rstedman@bargerwolen.com
2 Tino X. Do (221346),
tdo@bargerwolen.com
3 BARGER & WOLEN LLP
650 California Street, 9th Floor
4 San Francisco, California 94108-2713
Telephone: (415) 434-2800
5 Facsimile: (415) 434-2533

6 Attorneys for Defendant
UNITED OF OMAHA LIFE
7 INSURANCE COMPANY

8

9

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

10

11

12 MANJIT K. SINGH,) CASE NO.: 2:11-cv-00497-GEB-GGH
13)
Plaintiff,)
14 vs.) **STIPULATION REGARDING**
15 UNITED OF OMAHA LIFE INSURANCE) **PARTICIPATION OF DEFENDANT THE**
COMPANY, and THE PSYCHIATRIC) **PSYCHIATRIC SOLUTIONS, INC. LONG**
16 SOLUTIONS, INC. LONG TERM) **TERM DISABILITY PLAN**
DISABILITY PLAN, an employee welfare)
17 benefit plan,)
18 Defendants.)

19

20

21 The parties to this action, through their respective counsel, stipulate and agree as follows:

22 1. The Employee Retirement Income Security Act of 1974 (“ERISA”), and specifically 29
23 U.S.C. § 1132(d)(1), provides that an employee benefit plan is an entity that may sue or be sued in
24 an action brought pursuant to ERISA.

25 2. 29 U.S.C. § 1132(d)(2) also provides that any money judgment against an employee
26 benefit plan shall be enforced only against the Plan as an entity.

27 3. Plaintiff, Manjit K. Singh, has filed suit against defendant United of Omaha Life
28 Insurance Company (“United of Omaha”) and defendant the Psychiatric Solutions, Inc. Long Term

1 Disability Plan (the “Plan”) seeking to recover long term disability benefits under the Plan.

2 4. The Plan is fully insured by United of Omaha under United of Omaha Group Disability
3 Policy (Policy Number GUPR AA8W) with respect to long term disability benefits. United of
4 Omaha acted as claims administrator for long term disability benefit claims submitted by
5 participants in the Plan, including Plaintiff’s claim.

6 5. If, at the conclusion of this lawsuit, it is determined that Plaintiff is entitled to long term
7 disability benefits under the Plan, any benefit to which she is entitled to will be paid under the
8 United of Omaha policy (subject to its terms and conditions), and any such benefits will not be paid
9 by the Plan.

10 6. Although the Plan is required to be named as a party to this action, due to United of
11 Omaha’s policy and administration of the claims decision at issue, the Plan is a nominal party and
12 should not be required to actively participate in this suit.

13 7. IT IS THEREFORE AGREED AND STIPULATED: (a) that United of Omaha and not
14 the Plan will pay for any judgment rendered by the court in favor of the Plaintiff on claims asserted
15 in the First Amended Complaint filed on September 27, 2011; and (b) that the Plan need not be
16 served, file an appearance in this action, or actively participate in this action in any way, including
17 without limitation complying with initial disclosure or case management requirements.

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: November 10, 2011

BARGER & WOLEN LLP

By: /s/ J. Russell Stedman
J. RUSSELL STEDMAN
TINO X. DO
Attorneys for Defendant
UNITED OF OMAHA LIFE
INSURANCE COMPANY

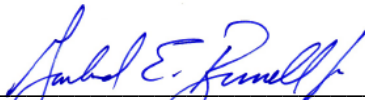
Dated: November 10, 2011

GUENARD & BOZARTH

By: /s/ Ross Bozarth
ROSS BOZARTH
Attorneys for Plaintiff
MANJIT SINGH

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Date: 11/28/2011



GARLAND E. BURRELL, JR.
United States District Judge