

1 SEDGWICK LLP
 2 MARK J. HANCOCK SBN 160662
 mark.hancock@sedgwicklaw.com
 3 REBECCA A. HULL SBN 99802
 rebecca.hull@sedgwicklaw.com
 4 ERIN A. CORNELL SBN 227135
 erin.cornell@sedgwicklaw.com
 5 333 Bush Street, 30th Floor
 San Francisco, CA 94104-2834
 Telephone: 415.781.7900
 6 Facsimile: 415.781.2635

7 Attorneys for Plaintiff
 METROPOLITAN LIFE INSURANCE
 8 COMPANY

9 WILLIAM L. DUNBAR SBN 68849
 dunbar@surewest.net
 10 Attorney at Law
 3430 American River Drive, Suite 100
 11 Sacramento, CA 95864
 Telephone: 916.485.4300
 12 Facsimile: 916.484.7197

13 Attorney for Defendant
 EDNA G. LOPEZ
 14

15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA

18 METROPOLITAN LIFE INSURANCE
 COMPANY,

19 Plaintiff,

20 v.

21 MICHAEL LITHGOW, JENISE K.
 22 LITHGOW, SCHELENE M. LITHGOW, and
 EDNA LOPEZ,

23 Defendants.

THE LAW OFFICE OF FRANK J. CRUM
 A Professional Corporation
 FRANK J. CRUM SBN 155125
 frank@fjlegal.com
 P.O. Box 2390
 Woodland, CA 95776-2390
 Telephone: 530.668.1515
 Facsimile: 530.668.1651

Attorneys for Defendants
 MICHAEL LITHGOW, JENISE K. LITHGOW,
 and SCHELENE LITHGOW

Case No. 2:14-cv-01871 MCE-AC

**STIPULATION AND ORDER REGARDING
 DEPOSIT OF FUNDS WITH COURT,
 DISCHARGE OF STAKEHOLDER AND
 DISMISSAL OF ACTION WITH
 PREJUDICE**

1 Plaintiff Metropolitan Life Insurance Company (“MetLife”), defendant Michael Lithgow
2 (“Michael”), defendant Jenise K. Lithgow (“Jenise”), defendant Schelene M. Lithgow
3 (“Schelene”),¹ and defendant Edna Lopez (“Edna”) hereby jointly submit the following Stipulation
4 and [Proposed] Order for MetLife’s deposit of funds with the Court into an interest-bearing
5 account, pursuant to Federal Rule of Civil Procedure 67, and for the discharge of Metropolitan Life
6 Insurance Company (“MetLife”), Pacific Gas and Electric Company Employee Welfare Plan 503
7 (“the Plan”), and Pacific Gas and Electric Company (“PG&E”):

8 WHEREAS, MetLife issued a group life insurance policy to Pacific Gas and Electric
9 Company (“PG&E”) to fund life and accidental death and dismemberment benefits under the
10 Pacific Gas and Electric Company Employee Welfare Plan 503 (“the Plan”). The Plan is an
11 employee welfare benefit plan regulated by the Employee Retirement Income Security Act of
12 1974, as amended, 29 U.S.C. § 1001, *et seq.*, and is sponsored by PG&E.

13 WHEREAS, Scot Lithgow (“the Decedent”) was a participant in the Plan. At the time of
14 his death, the Decedent was enrolled under the Plan for Basic Life insurance coverage in the
15 amount of TEN THOUSAND DOLLARS (\$10,000.00) and for Optional Life insurance coverage
16 in the amount of TWO HUNDRED THIRTY SIX THOUSAND (\$236,000.00) for a total of TWO
17 HUNDRED FORTY SIX THOUSAND (\$246,000.00) (the “Plan Benefits”). The Plan Benefits
18 became payable upon the Decedent’s death.

19 WHEREAS, the Decedent died on August 23, 2013.

20 WHEREAS, the Lithgow Defendants, on the one hand, and Edna, on the other hand, have
21 competing claims for the Plan Benefits.

22 WHEREAS, MetLife is unable to determine the validity of the conflicting claims of the
23 Lithgow Defendants and Edna, and therefore has not paid the Plan Benefits to either the Lithgow
24 Defendants or to Edna.

25 WHEREAS, MetLife has no interest in the Plan Benefits.

26
27
28 ¹ Michael, Jenise and Schelene are collectively referred to herein as “the Lithgow Defendants”.

1 NOW, THEREFORE, MetLife, the Lithgow Defendants and Edna, through their respective
2 counsel of record herein, hereby stipulate and respectfully request that the Court order that MetLife
3 may deposit the Plan Benefits with the Court to await distribution as the Court may order.

4 It is additionally stipulated that, once the Plan Benefits have been deposited, MetLife shall
5 be discharged from this action and dismissed with prejudice, with each party bearing their own
6 attorneys' fees and costs with respect to MetLife's participation in the Action.

7 It is further stipulated that, once the Plan Benefits have been deposited, the Lithgow
8 Defendants and Edna shall be restrained and enjoined from instituting or prosecuting, directly or
9 indirectly, any claim or action of any type or kind in any state or federal court against MetLife, the
10 Plan and/or PG&E, arising from or in any manner connected with the Plan Benefits and/or their
11 respective claims for payment of some or all of such Plan Benefits.

12 IT IS SO STIPULATED, AGREED AND RESPECTFULLY REQUESTED:

13 DATED: July 7, 2015 SEDGWICK LLP

14
15
16 By: /s/ Erin A. Cornell
17 Mark J. Hancock
18 Erin A. Cornell
19 Attorneys for Plaintiff
20 METROPOLITAN LIFE INSURANCE COMPANY

21 DATED: July 7, 2015 THE LAW OFFICE OF FRANK J. CRUM

22
23 By: /s/ Frank J. Crum (as authorized on 7/2/2015)
24 Frank J. Crum
25 Attorney for Defendants
26 MICHAEL LITHGOW, JENISE K. LITHGOW, and
27 SCHELENE M. LITHGOW

28 DATED: July 7, 2015 WILLIAM L DUNBAR, Attorney at Law

By: /s/ William L. Dunbar (as authorized on 6/23/2015)
William L. Dunbar
Attorneys for Defendant
EDNA G. LOPEZ

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

ORDER


Pursuant to the Stipulation above, it is ordered that:

1. Plaintiff Metropolitan Life Insurance Company (“MetLife”) shall deposit TWO HUNDRED FORTY-SIX THOUSAND DOLLARS AND NO CENTS (\$246,000.00) plus any applicable interest (“the Plan Benefits”) with this Court into an interest-bearing account. MetLife shall deposit said funds within thirty (30) days of the electronic filing of this Order.

2. Upon deposit of the Plan Benefits with the Court, Plaintiff MetLife, the Pacific Gas and Electric Company Employee Welfare Plan 503, and Pacific Gas and Electric Company shall be discharged from any further liability for payment of the Plan Benefits, and MetLife will then be dismissed with prejudice from this action. Each party shall bear their own attorneys’ fees and costs with respect to MetLife’s participation in the action.

IT IS SO ORDERED.

Dated: July 8, 2015



MORRISON C. ENGLAND, JR., CHIEF JUDGE
UNITED STATES DISTRICT COURT