

1 THE LAW OFFICE OF FRANK J. CRUM  
 A Professional Corporation  
 2 FRANK J. CRUM SBN 155125  
 frank@fjlegal.com  
 3 P.O. Box 2390  
 Woodland, CA 95776-2390  
 4 Telephone: 530.668.1515  
 Facsimile: 530.668.1651  
 5

6 Attorney for Defendants/Counter Claimants/Counter Defendants  
 MICHAEL LITHGOW, JENISE K. LITHGOW, and SCHELENE  
 7 LITHGOW

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

12 Attorney For Defendant/Counter Claimant/Counter Defendant  
 13 EDNA G. LOPEZ

14 UNITED STATES DISTRICT COURT  
 15 EASTERN DISTRICT OF CALIFORNIA

17 METROPOLITAN LIFE INSURANCE  
 18 COMPANY,

19 Plaintiff,

20 v.

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

Defendants.

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

**STIPULATION AND ORDER FOR  
 DISTRIBUTION OF FUNDS ON DEPOSIT  
 WITH COURT AND DISMISSAL OF  
 ACTION WITH PREJUDICE**

23 \_\_\_\_\_  
 24 And Related Counter Claims  
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1 Defendants, Counterclaimants, and Counter Defendants Michael Lithgow (“Michael”),  
2 Jenise K. Lithgow (“Jenise”), Schelene M. Lithgow (“Schelene”),<sup>1</sup> and Defendant,  
3 Counterclaimant, and Counter Defendant Edna Lopez (“Edna”) hereby jointly submit the  
4 following Stipulation and [Proposed] Order for distribution of funds on deposit with the Court for  
5 this action and for the dismissal of this action in its entirety including all counter claims with  
6 prejudice.

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

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

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

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

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

24 WHEREAS, MetLife had no interest in the Plan Benefits.

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<sup>1</sup> Michael, Jenise and Schelene are collectively referred to herein as “Lithgows”.

1 WHEREAS, the Court Ordered Plaintiff Metropolitan Life Insurance Company  
2 (“MetLife”) to deposit TWO HUNDRED FORTY-SIX THOUSAND DOLLARS AND NO  
3 CENTS (\$246,000.00) plus any applicable interest (“the Plan Benefits”) with this Court into an  
4 interest-bearing account and that on deposit of the Plan Benefits with the Court. The Court also  
5 ordered that Plaintiff MetLife, the Pacific Gas and Electric Company Employee Welfare Plan 503,  
6 and Pacific Gas and Electric Company be discharged from any further liability for payment of the  
7 Plan Benefits, and that MetLife be dismissed with prejudice from this action.

8 WHEREAS, Plaintiff Metropolitan Life Insurance Company deposited all Plan Benefits  
9 and associated interest of \$248,345.42 with this Court on or about July 20, 2015.

10 WHEREAS, Lithgows and Edna Lopez participated in a Court ordered Settlement  
11 Conference on January 14, 2016 and reached a settlement on distribution of Court funds that  
12 included an agreement for Lithgows and Edna Lopez to dismiss this action in its entirety including  
13 all counter claims with prejudice. Lithgows and Edna Lopez agree that the Court issue payment  
14 of \$70,000 payable to Edna Lopez and her attorney William L. Dunbar and that the Court issue  
15 payment of the remaining funds on deposit with the Court payable to Michael Lithgow, Jenise K.  
16 Lithgow (“Jenise”), Schelene M. Lithgow.

17 NOW, THEREFORE, The Lithgow and Edna Lopez, through their respective counsel of  
18 record herein, hereby stipulate and respectfully request that the Court order that the Court issue  
19 payment of \$70,000 payable to Edna Lopez and her attorney William L. Dunbar and that the Court  
20 issue payment of all the remaining funds on deposit with the Court for this action payable to  
21 Michael Lithgow, Jenise K. Lithgow, and Schelene M. Lithgow.

22 It is additionally stipulated that, once the Court has issues and delivers payment of all Plan  
23 Benefits as provided herein, that this action will be dismissed in its entirety with prejudice  
24 including the counter claims by Edna Lopez against Lithgows and the counter claim by Lithgows  
25 against Edna Lopez.

26 The parties further stipulate that each party will bear their own attorneys fees and costs.

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1 It is further stipulated that the Lithgows and Edna Lopez shall be restrained and enjoined  
2 from instituting or prosecuting, directly or indirectly, any claim or action of any type or kind in any  
3 state or federal court, arising from or in any manner connected with (a) the Plan Benefits and/or  
4 their respective claims for payment of some or all of such Plan Benefits, and (b) the counter claims  
5 for this action.

6 DATED: February 9, 2016 THE LAW OFFICE OF FRANK J. CRUM  
7 A Professional Corporation

8  
9 By: /s/ Frank J. Crum  
10 Frank J. Crum  
11 Attorney for Defendants, Counterclaimants, & Counter  
12 Defendants MICHAEL LITHGOW, JENISE K.  
13 LITHGOW, and SCHELENE M. LITHGOW

14 DATED: February 9, 2016 WILLIAM L DUNBAR, Attorney at Law

15  
16 By: /s/ William L. Dunbar (as authorized on 2/5/2016)  
17 William L. Dunbar  
18 Attorney for Defendant, Counterclaimant, and Counter  
19 Defendant EDNA G. LOPEZ  
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1 **ORDER**

2 Pursuant to the Stipulation above, IT IS SO ORDERED that:

3 1. That the Court issue payment of \$70,000 payable to Edna Lopez and her attorney  
4 William L. Dunbar and that the Court issue payment of the remaining funds on deposit with the  
5 Court payable to Michael Lithgow, Jenise K. Lithgow, and Schelene M. Lithgow.

6 2. The Court's payment of \$70,000 payable to Edna Lopez and her attorney William L.  
7 Dunbar will be mailed to attorney William L. Dunbar at 3430 American River Drive, Suite 100  
8 Sacramento, CA 95864.

9 3. The Court's payment of the remaining funds on deposit with the Court payable to  
10 Michael Lithgow, Jenise K. Lithgow, and Schelene M. Lithgow will be mailed to attorney Frank  
11 J. Crum at P.O. Box 2390, Woodland, CA 95776.


12 4. Once the Court has issued payment of all Plan Benefits as provided herein, this action  
13 shall be DISMISSED in its entirety with prejudice including the counter claims by Edna Lopez  
14 against Lithgows and the counter claim by Lithgows against Edna Lopez, and the Clerk of the  
15 Court shall close this case.

16 5. The parties will bear their own attorneys fees and costs.

17 6. The Lithgows and Edna Lopez shall be restrained and enjoined from instituting or  
18 prosecuting, directly or indirectly, any claim or action of any type or kind in any state or federal  
19 court, arising from or in any manner connected with (a) the Plan Benefits and/or their respective  
20 claims for payment of some or all of such Plan Benefits, and (b) the counter claims for this  
21 action.

22 IT IS SO ORDERED.

23 Dated: February 12, 2016

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