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8 Attorneys for Defendant
 9 The Prudential Insurance Company of America

10
 11 **UNITED STATES DISTRICT COURT**
 12 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO**

13 GREGORY L. BOWLING,
 14
 15 Plaintiffs,

16 Case No.: 3:09-cv-01581-MHP
 17 Action Filed : March 6, 2009

18 vs.

19 THE PRUDENTIAL INSURANCE
 20 COMPANY OF AMERICA, and
 21 BINGHAM McCUTCHEN, LLC,
 22
 23 Defendants.

24 **STIPULATION AND ORDER**
 25 **DISMISSING THE BINGHAM**
 26 **MCCUTCHEN, LLP LONG TERM**
 27 **DISABILITY COVERAGE PLAN**
 28 **AND BINGHAM MCCUTCHEN, LLP**

FAC Filed: November 4, 2009

BARGER & WOLEN LLP

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1 IT IS HEREBY STIPULATED by and between Plaintiff Gregory L. Bowling
2 (“Bowling”) and Defendant the Prudential Insurance Company of America
3 (“Prudential”) through their counsel of record that:
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- 5 1. The issues in this litigation as stated in the First Amended Complaint
6 relate solely to Prudential’s actions in discharging its obligations under
7 the group disability insurance policy it issued to Bingham McCutchen,
8 LLP;
- 9 2. Prudential agrees to assume financial responsibility for any settlement
10 and/or judgment on the claims asserted in the First Amended
11 Complaint filed on November 4, 2009;
- 12 3. Bowling agrees to dismiss The Bingham McCutchen LLP Long Term
13 Disability Coverage Plan and Bingham McCutchen LLP from this
14 action, with prejudice; and
- 15 4. Prudential shall be the only defendant in this action.
16

17 Dated: December 17, 2009

BARGER & WOLEN LLP

19 By: /s/ Robert J. McKennon
20 ROBERT J. MCKENNON
21 SCOTT E. CALVERT
22 Attorneys for Defendant
The Prudential Insurance Company of
America

23 Dated: December 17, 2009

BOURHIS & MANN

24 By: /s/ Lawrence Mann
25 RAY BOURHIS
26 LAWRENCE MANN
27 Attorneys for Plaintiff
Gregory Bowling
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CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 19800 MacArthur Blvd., Suite 800, Irvine, CA 92612; Facsimile No.: (949) 752-6313.

I hereby certify that on **December 17, 2009**, I served the foregoing documents described as: **STIPULATION AND ORDER DISMISSING THE BINGHAM MCCUTCHEN LLP LONG TERM DISABILITY COVERAGE PLAN** on the interested parties as follows:

Ray Bourhis, Esq.
BOURHIS & MANN
1050 Battery Street
San Francisco, CA 94111

Attorney for: Plaintiff Gregory L. Bowling

Registered participant of ECF.

Telephone: (415) 392-4660
Facsimile: (415) 421-0259
Email: rfbourhis@aol.com

ELECTRONICALLY: I caused a true and correct copy thereof to be electronically filed using the Court's Electronic Court Filing ("ECF") System and service was completed by electronic means by transmittal of a Notice of Electronic Filing on the registered participants of the ECF System. I served those parties who are not registered participants of the ECF System as indicated below.

I placed the original a true copy thereof enclosed in sealed envelope(s) to the notification address(es) of record and caused such envelope(s) to be delivered by **U.S POSTAL SERVICE** **OVERNIGHT DELIVERY**.

BY E-MAIL: I electronically transmitted a true and correct copy thereof to the notification electronic mail address(es) of record before close of business for the purpose of effecting service and the transmission was reported as complete and without error.

FACSIMILE TRANSMISSION: Based on courtesy court order agreement of the parties, I caused a true copy thereof to be served by transmitting via facsimile machine to the notification facsimile number(s) of record before close of business. The transmission was reported as complete, without error.

PERSONAL DELIVERY: I caused the original a true copy thereof to be delivered by hand to the notification address(es) of record by an employee or independent contractor of a registered process service.

I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury under the laws of the Unites States of America and the State of California that the above is true and correct. Executed at Irvine, California on December 17, 2009.

NAME: Derek Sutter

/s/ Derek Sutter

(Signature)

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO

GREGORY L. BOWLING,
Plaintiffs,

vs.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, and
BINGHAM McCUTCHEN, LLC,
Defendants.

Case No.: 3:09-cv-01581-MHP
Action Filed : March 6, 2009

**[PROPOSED] ORDER DISMISSING
THE BINGHAM MCCUTCHEN, LLP
LONG TERM DISABILITY
COVERAGE PLAN AND BINGHAM
MCCUTCHEN, LLP**

FAC Filed: November 4, 2009

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Good cause having been shown, it is hereby ordered that:

1. The issues in this litigation as stated in the First Amended Complaint relate solely to The Prudential Insurance Company of America’s (“Prudential”) actions in discharging its obligations under the group disability insurance policy it issued to Bingham McCutchen, LLP;
2. Prudential agrees to assume financial responsibility for any settlement and/or judgment on the claims asserted in the First Amended Complaint filed on November 4, 2009;
3. Bowling agrees to dismiss The Bingham McCutchen LLP Long Term Disability Coverage Plan and Bingham McCutchen LLP from this action, with prejudice; and
4. Prudential shall be the only defendant in this action.

IT IS SO ORDERED.

DATED: 12/18/2009



1 Respectfully Submitted by:

2

3 BARGER & WOLEN LLP

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5 By: /s/ Robert J. McKennon
6 ROBERT J. MCKENNON
7 SCOTT E. CALVERT
8 Attorneys for Defendants
9 The Prudential Insurance Company of
10 America

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