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23 Attorney for Defendant, FOOTE, CONE & BELDING COMMUNICATIONS, INC.,
24 GROUP LONG TERM DISABILITY PLAN

25 UNITED STATES DISTRICT COURT FOR
26 THE NORTHERN DISTRICT OF CALIFORNIA

27 SAN FRANCISCO DIVISION

28	ALAN POMERANTZ,)	Case No: CV11-0652
)	
	Plaintiff,)	STIPULATION AND ORDER FOR
)	THE SUBSTITUTION OF PARTIES
	v.)	
	FOOTE, CONE & BELDING)	
	COMMUNICATIONS, INC.,)	
	GROUP LONG TERM DISABILITY PLAN,)	
)	
	Defendant.)	

1 In connection with the above-captioned action, and pursuant to Federal Rule of Civil
2 Procedure 41(a)(1)(A)(ii), IT IS HEREBY STIPULATED by and between Plaintiff ALAN
3 POMERANTZ (“POMERANTZ”), Defendant FOOTE, CONE & BELDING
4 COMMUNICATIONS, INC., GROUP LONG TERM DISABILITY PLAN (“THE PLAN”)
5 and third party The Life Insurance Company of North America (“LINA”) that:

6 (1) LINA be substituted for the THE PLAN as named defendant
7 in this action;

8 (2) Defendant THE PLAN be dismissed without prejudice as a defendant in this
9 action;

10 (3) In addition, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i),
11 POMERANTZ hereby notices the voluntary dismissal without prejudice of this action against
12 defendant THE PLAN (as of the filing of this stipulation, the FOOTE, CONE & BELDING
13 COMMUNICATIONS, INC., GROUP LONG TERM DISABILITY PLAN has not served an
14 answer or any motion pursuant to Rule 12 or Rule 56 in this action);

15 (4) The date LINA has executed this stipulation shall be the date of service on LINA
16 of the Complaint in this action, filed February 11, 2011, and the time for LINA’s response to the
17 Complaint shall be governed by the Federal Rules of Civil Procedure;

18 (5) In consideration for this stipulation, and for purposes of this action only, LINA
19 acknowledges and agrees that it will be responsible for any judgment relating to disability
20 benefits under the THE PLAN, and attorneys’ fees, if awarded, as they relate to POMERANTZ
21 based on the allegations made in the Complaint against the THE PLAN in this action.

22 (6) Each of the parties will bear its and her own attorneys’ fees and costs associated
23 with the dismissal of the THE PLAN herein; and

24 (7) The caption of this action be modified accordingly.

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1 IT IS SO STIPULATED.

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3 Dated: April 5, 2011

THE ERISA LAW GROUP, LLP

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/s/ Thornton Davidson
THORNTON DAVIDSON
Attorney for Plaintiff,
ALAN POMERANTZ

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9 Date: April 5, 2011

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

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/s/ Sean P. Nalty
SEAN P. NALTY
Attorney for Proposed Defendants
LIFE INSURANCE
OF NORTH AMERICA

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15 Date: April 5, 2011

THE INTERPUBLIC GROUP OF
COMPANIES, INC.

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/s/ Michael Robert Marra
MICHAEL ROBERT MARRA
Attorney for Defendant, FOOTE,
CONE & BELDING
COMMUNICATIONS, INC.,
GROUP LONG TERM DISABILITY
PLAN

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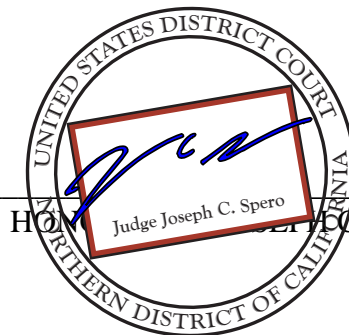
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IT IS SO ORDERED.

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Dated: 04/06/11



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HONORABLE JUDGE JOSEPH C. SPARO
Spero