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6 Attorneys for Defendants LORAL SPACE
 7 LONG TERM DISABILITY PLAN,
 LIFE INSURANCE COMPANY OF
 8 NORTH AMERICA, and for CIGNA
 LIFE INSURANCE COMPANY OF
 9 NEW YORK

Attorneys for Plaintiff,
 MOHAMMAD ASHRAF

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

12 Mohammad Ashraf,

Case No. C11-03584 SI

13 Plaintiff,

14 vs.

**JOINT STIPULATION AND [~~PROPOSED~~]
 ORDER SUBSTITUTING PARTY**

15 Loral Space Long Term Disability Plan;
 16 Life Insurance Company of North America,

17 Defendants,

18 *and*

19 Loral Space Insurance and Health Benefits
 Plan,

20 Nominal Defendant

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Hon. Susan Illston

22 Plaintiff Mohammad Ashraf, Defendant Life Insurance Company of North America
 23 (“LINA”), and CIGNA Life Insurance Company of New York (“CLICNY”) (collectively referred
 24 to as the “Parties”) through their respective counsel stipulate as follows:

25 WHEREAS, on July 21, 2011, Plaintiff filed his Complaint in the above-entitled action
 26 naming the LINA as a Defendant and alleging that the Loral Space Long Term Disability Plan
 27 (“the Plan”) was funded by a group insurance policy with LINA. Dkt. No. 1;

28 Joint Stip. & P.O.
 Re: Substitute Party
 Case No. C11-03584 SI

1 WHEREAS, on October 3, 2011, LINA and the Plan answered Plaintiff's Complaint and
2 admitted Plaintiff's allegations with respect to LINA. Dkt. No. 10;

3 WHEREAS, upon further investigation by the Parties, they discovered that the Plan was
4 funded by a group insurance policy with CLICNY rather than LINA, and that Plaintiff named the
5 insurance company defendant in error;

6 WHEREAS, CLICNY and LINA are insurance company subsidiaries of CIGNA
7 Corporation;

8 WHEREAS, both Parties stipulate and agree that CLICNY should be substituted as a
9 party in this action in place of LINA;

10 WHEREAS, CLICNY hereby acknowledges actual notice of this suit and subjects itself to
11 the jurisdiction of this court in this action.

12 **IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES:**

- 13 1. Defendant Life Insurance Company of North America shall be dismissed from this
14 action without prejudice.
15 2. CIGNA Life Insurance Company of New York is substituted as a Defendant in
16 place of LINA and subjects itself to the jurisdiction of this court in this action.
17

18 Dated: November 10, 2011

SPRINGER-SULLIVAN & ROBERTS LLP

19 By: /s/ Michelle L. Roberts

20 Attorneys for Plaintiff Ashraf

21 Dated: November 10, 2011

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

22 By: /s/ Laura E. Fannon

23 Attorneys for Defendants Life Insurance Company
24 of North America, Loral Space Long Term
25 Disability Plan, and for CIGNA Life Insurance
26 Company of New York
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Joint Stip. & P.O.
Re: Substitute Party
Case No. C11-03584 SI

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

1. Defendant Life Insurance Company of North America is hereby dismissed from this action without prejudice; and
2. CIGNA Life Insurance Company of New York is substituted as a party in this action in place of Life Insurance Company of North America.

Dated: 11/15/11



Hon. Susan Illston
U.S. District Court Judge

SIGNATURE ATTESTATION

I, Michelle, L. Roberts, hereby attest that I have obtained the concurrence in the filing of the document from the other signatures on this document.

Dated: November 10, 2011

/s/ Michelle L. Roberts