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11	Attorneys for Defendant Anthem Blue Cross Life and Health Ins. Co.		
12	UNITED STATES DISTRICT COURT		
13	NORTHERN DISTRICT OF CALIFORNIA		
14	SAN FRANCISCO DIVISION		
15 16	LOS ALTOS SURGERY CENTER, LP, a California limited partnership,	Case No.: CV 12-02124 WHA [FROPOSED] ORDER DISMISSING PLAINTIFF'S ERISA CLAIMS WITH PREJUDICE AND REMANDING PLAINTIFF'S FIRST AMENDED COMPLAINT TO STATE COURT	
17	Plaintiff,		
18	VS.		
19 20	ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY; and DOES 1-25, inclusive,	Compl. Filed:	March 23, 2012 (Santa Clara County Superior
21	Defendants.		Court, Case No. 112-CV- 221326)
22		Trial Date:	Not Yet Set
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[Proposed] Order Dismissing Plaintiff's ERISA Claims And Remanding Plaintiff's First Amended Complaint To State Court

Before the Court is a Stipulated Request between the Parties, Plaintiff Los Altos Surgery Center, LP ("LASC") and Defendant Anthem Blue Cross Life and Health Insurance Company ("Anthem Blue Cross Life and Health"). LASC's original Complaint asserted claims against Anthem Blue Cross Life and Health based on an alleged assignment of rights from a patient (the "Patient") under the Benefits Agreement between the Patient and Anthem Blue Cross Life and Health. LASC's First Amended Complaint purports to assert only claims that exist directly between LASC and Anthem Blue Cross Life and Health, and not on any assignment of rights to LASC by the Patient. LASC has moved to remand the case to state court, though the Parties agree that the Benefits Agreement are subject to the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et. seq. ("ERISA") and that any claims by LASC against Anthem Blue Cross Life and Health based on an assignment of rights under the Benefits Agreement are preempted by federal law.

Having considered the papers and **GOOD CAUSE APPEARING**, the Court hereby **ORDERS** as follows:

(1)Plaintiff LASC's claims against Anthem Blue Cross Life and Health are hereby **DISMISSED WITH PREJUDICE**, to the extent the claims are based on any assignment of rights 16 from the Patient to LASC under the Benefits Agreement, on the basis of federal preemption as 18 provided by ERISA under 29 U.S.C. § 502, and as articulated in Cedars-Sinai Med. Ctr. v. Nat'l League of Postmasters of United States, 497 F.3d 972, 978 (9th Cir. 2007). 19

(2)Plaintiff's case is hereby remanded to the Superior Court of California, County of 20 Santa Clara. 21

(3) Anthem Blue Cross Life and Health shall have fourteen (14) days from the date of this Order to file a responsive pleading to the First Amended Complaint in state court.

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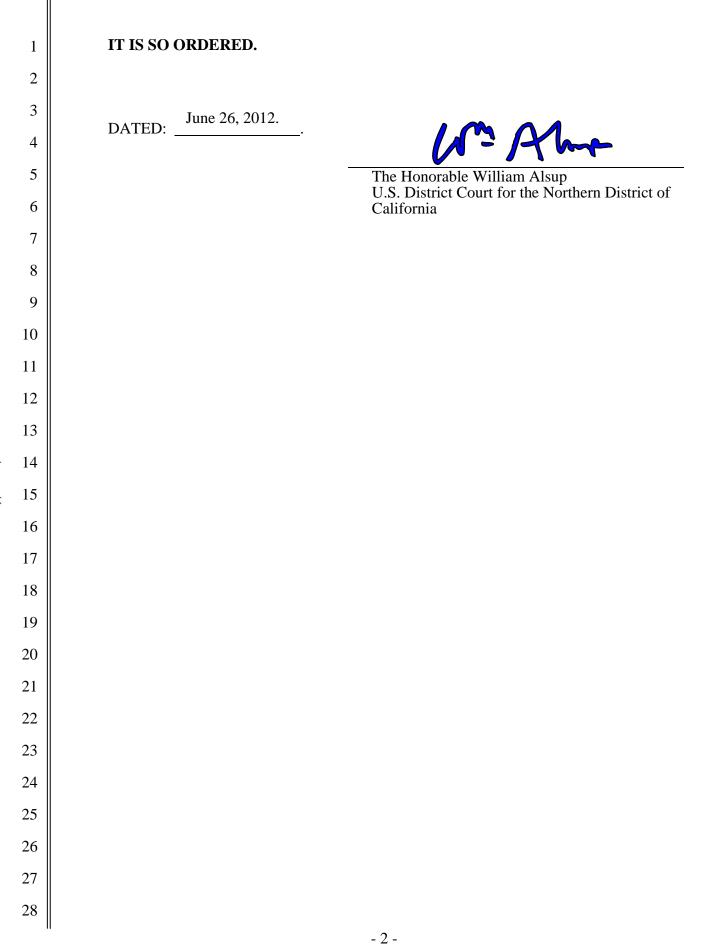
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