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A limited liability partnership formed in the State of Delaware

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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 LOS ALTOS SURGERY CENTER, LP, a  
 16 California limited partnership,

17 Plaintiff,

18 vs.

19 ANTHEM BLUE CROSS LIFE AND HEALTH  
 20 INSURANCE COMPANY; and DOES 1-25,  
 inclusive,

21 Defendants.

Case No.: CV 12-02124 WHA

**~~PROPOSED~~ ORDER DISMISSING  
 PLAINTIFF'S ERISA CLAIMS WITH  
 PREJUDICE AND REMANDING  
 PLAINTIFF'S FIRST AMENDED  
 COMPLAINT TO STATE COURT**

**Compl. Filed:** March 23, 2012  
 (Santa Clara County Superior  
 Court, Case No. 112-CV-  
 221326)

**Trial Date:** Not Yet Set

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

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

15 (1) Plaintiff LASC’s claims against Anthem Blue Cross Life and Health are hereby  
16 **DISMISSED WITH PREJUDICE**, to the extent the claims are based on any assignment of rights  
17 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*  
19 *League of Postmasters of United States*, 497 F.3d 972, 978 (9th Cir. 2007).

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

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

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**IT IS SO ORDERED.**

DATED: June 26, 2012.



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The Honorable William Alsup  
U.S. District Court for the Northern District of  
California