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 21 METLIFE, aka METROPOLITAN LIFE INSURANCE
 22 COMPANY

23 UNITED STATES DISTRICT COURT
 24 NORTHERN DISTRICT OF CALIFORNIA
 25 SAN JOSE DIVISION

26 NAOMI KOGA-SMITH,

27 Plaintiff,

28 v.

29 METLIFE, aka METROPOLITAN LIFE
 30 INSURANCE COMPANY, LISA K.
 31 CARTER, and DOES 1 through 10, inclusive,

32 Defendants.

Case No. C 12-04050 EMC

**JOINT CASE MANAGEMENT
 CONFERENCE STATEMENT**

ORDER RESETTING CMC

33 The parties to the above-entitled action jointly submit this JOINT CASE
 34 MANAGEMENT STATEMENT & PROPOSED ORDER pursuant to the Standing Order for All
 35 Judges of the Northern District of California dated July 1, 2011 and Civil Local Rule 16-9.

1 1. Jurisdiction & Service

2 The basis for the court’s subject matter jurisdiction is pursuant to 28 United States Code
3 sections 1331, 1332, 1441(a) ,1441(b), and 1441(c). The complaint seeks life insurance benefits
4 that plaintiff claims are owed to her by Metropolitan Life Insurance Company (“MetLife”) under
5 the terms of an employee welfare benefit plan, and thereby states a claim only under the
6 Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1001, *et seq.*
7 There are no issues regarding personal jurisdiction or venue. Plaintiff states that all parties have
8 been served. However, Lisa Carter has been served but has not appeared.

9 2. Facts

10 Plaintiff’s Position

11 Plaintiff, Naomi Koga-Smith, is the surviving spouse of Herbert E. Smith, Jr. Plaintiff,
12 Naomi Koga-Smith and Herbert E. Smith, Jr. were married at the time of the death of Herbert E.
13 Smith, Jr.

14 Herbert E. Smith, Jr. died on, or about, February 9, 2102, a resident of Santa Clara
15 County. Prior to his death, plaintiff, Naomi Koga-Smith and Herbert E. Smith, Jr. entered into
16 certain life insurance contracts with defendant, MetLife, aka Metropolitan Life Insurance
17 Company, insuring the life of Herbert E. Smith, Jr. Plaintiff alleges that the life insurance
18 contracts were entered into in Santa Clara County.

19 The life insurance proceeds due from defendant, MetLife, are commonly described as
20 benefits payable under Group No. 0118250, Claim No. 21203004448.

21 The amount of the proceeds payable from defendant, MetLife, are \$164,000 from a
22 “Basic Life” policy paid by decedent, Herbert E. Smith, Jr.’s, employer, and \$150,000 from a
23 “Supplemental/Optional Life” policy paid from decedent, Herbert E. Smith, Jr.’s, wages.

24 All premiums paid for the life insurance were from the community funds of Plaintiff,
25 Naomi Koga-Smith and Herbert E. Smith, Jr.

26 MetLife’s Position

27 The decedent, Herbert E. Smith Jr. (the “Decedent”), was a participant in a welfare
28 benefit plan (the “Plan”) sponsored by his employer. The plan is regulated by the Employee
Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. §§ 1001-1461. Life

1 insurance benefits are payable under the plan as the result of the death of the Decedent. The
2 most recent life insurance beneficiary designation for the Decedent is dated July 28, 2005 (the
3 “July 28, 2005 Beneficiary Designation”). It lists both Naomi Koga-Smith (“Koga-Smith”) and
4 Lisa K. Carter as the Decedent’s primary co-beneficiaries for life insurance coverage under the
5 Plan. Plaintiff informed MetLife that she claimed she was entitled to all of the proceeds of the
6 life insurance policies on the life of her husband, and she later commenced this action. Koga-
7 Smith has recently informed MetLife that she and Lisa K. Carter (“Carter”) desire to resolve
8 their claims to Plan benefits and that Carter desires to renounce her interest in the Plan benefits.

9
10 3. Legal Issues

11 The parties are in the process of preparing an agreement which they believe will result in
12 a resolution of the claims alleged in the complaint and a dismissal of the entire action.
13 Accordingly, the parties have no disputed points of law to identify at this time.

14 4. Motions

15 There were no prior motions and there are no pending motions.

16 5. Amendment of Pleadings

17 The parties are not expected to add claims or defenses.

18 6. Evidence Preservation

19 Parties kept files in a safe location.

20 7. Disclosures

21 There has been full and timely compliance with the initial disclosure requirements of
22 *Fed.R. Civ. P. 26*.

23 8. Discovery

24 There has been no discovery and, in light of the agreement being prepared which will
25 result in the dismissal of the Complaint, there is no anticipated discovery at this time. Should the
26 matter go forward MetLife’s position is that discovery will be limited to the administrative
27 record, since this matter is governed by ERISA.

28

1 9. Class Actions

2 This is not a class action.

3 10. Related Cases

4 There are no related cases.

5 11. Relief

6 Plaintiff's Position

7 Plaintiff seeks a judicial determination that Naomi Koga-Smith is the sole beneficiary of
8 the \$164,000 "Basic Life" policy and of the \$150,000 "Supplemental/Optional Life" policy, with
9 defendant, MetLife, commonly described as benefits payable under Group No. 0118250, Claim
10 No. 21203004448.

11 12. MetLife's Position

12 MetLife has no interest in the Plan benefits, except to ascertain that they are paid in
13 accordance with the terms of the Plan, ERISA, and the compromise of Koga-Smith and Carter;

14 13. Settlement and ADR

15 Settlement is likely. The parties are in the process of preparing an agreement which they
16 believe will result in a resolution of the claims alleged in the complaint and a dismissal of the
17 entire action. The parties suggest that there is no need for a case management conference at this
18 time and that the conference presently scheduled may be taken off calendar.

19 14. Consent to Magistrate Judge For All Purposes

20 Not all parties who have appeared have consented to have a magistrate judge conduct all
21 further proceedings including trial and entry of judgment.

22 15. Other References

23 This case is not suitable for binding arbitration, a special master, or the Judicial Panel on
24 Multi district Litigation.

25 16. Narrowing of Issues

26 There are no issues to narrow at this point. The parties are in the process of preparing an
27 agreement which they believe will result in a resolution of the claims alleged in the complaint
28 and a dismissal of the entire action.

1 17. Expedited Trial Procedure

2 This case is not expected to go to trial. The Expedited Trial Procedure of General Order
3 64, Attachment A, is not necessary.

4 18. Scheduling

5 No scheduling dates need to be made at this time.

6 19. Trial

7 If necessary, the case will be tried to the court.

8 20. Disclosure of Non-party Interested Entities or Persons

9 Each party has filed the "Certification of Interested Entities or Persons required by Civil
10 Local Rule 3-16. Naomi Koga-Smith, Metropolitan Life Insurance Company, and Lisa K. Carter
11 are all persons, firms, partnerships, corporations, (including parent corporations) or other entities
12 known by the parties to have either: (i) a financial interest in the subject matter in controversy or
13 in a party to the proceeding; or (ii) any other kind of interest that could be substantially affected
14 by the outcome of the proceeding.

15 21. Other

16 Lisa Carter currently resides in England. Plaintiff has been in communication with Lisa
17 Carter. Lisa Carter has agreed to cooperate and has verbally indicated that she has no interest in
18 the life insurance proceeds. Lisa Carter is expected to sign off on the agreement being prepared
19 for the resolution of the case.

20 DATED: November 1, 2012 Sedgwick LLP

21 By: /s/ Rebecca A. Hull
22 Rebecca Hull
23 Mark J. Hancock
24 Attorneys for Defendants
METLIFE, aka METROPOLITAN LIFE INSURANCE
COMPANY

25 DATED: November 1, 2012 JACKSON & EFTING

26 IT IS SO ORDERED that By: /s/ James Efting (as authorized 11/2/12)
27 the CMC is reset from James Efting
28 11/9/12 to 2/7/13 at 9:00 Attorneys for Plaintiff
NAOMI KOGA-SMITH
a.m.

