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 VEBA PLAN



14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA

17 JESSICA LANGRIDGE,  
 18 Plaintiff,  
 19 v.  
 20 LIBERTY MUTUAL INSURANCE  
 COMPANY AND DOES 1 THROUGH 10,  
 21 Defendants.

Case No. 3:15-cv-04235-MEJ

**STIPULATION TO FILE FIRST  
 AMENDED COMPLAINT,  
 SUBSTITUTE PARTY, SET ASIDE  
 DEFAULT, AND DISMISS  
 PLAINTIFF'S CLAIMS AGAINST  
 LIBERTY MUTUAL INSURANCE  
 COMPANY**

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STIPULATION TO FILE FIRST AMENDED COMPLAINT,  
 SUBSTITUTE PARTY, SET ASIDE DEFAULT, AND DISMISS  
 PLAINTIFF'S CLAIMS AGAINST LIBERTY MUTUAL  
 INSURANCE COMPANY [3:15-CV-04235-MEJ]

1 Plaintiff Jessica Langridge (“Plaintiff”) and U.S. Roche Health and Welfare Benefits  
2 VEBA Plan (collectively, the “Parties”), by and through their respective counsel, hereby stipulate  
3 and agree as follows:

4 WHEREAS, Plaintiff filed her Complaint in this Court on September 17, 2015;

5 WHEREAS, Plaintiff filed a Request to Enter Default as to Liberty Mutual Insurance  
6 Company (“Liberty Mutual”) on November 25, 2015;

7 WHEREAS, the Clerk of Court entered Default as to Liberty Mutual on December 1,  
8 2015;

9 WHEREAS, Plaintiff seeks to amend the Complaint to substitute U.S. Roche Health and  
10 Welfare Benefits VEBA Plan as a defendant for Liberty Mutual;

11 WHEREAS, U.S. Roche Health and Welfare Benefits VEBA Plan stipulates and agrees to  
12 the filing of Plaintiff’s First Amended Complaint and acknowledges that it is the proper defendant  
13 to Plaintiff’s disability benefits claim;

14 WHEREAS, the Parties stipulate to set aside the Default that was entered on December 1,  
15 2015 as to Liberty Mutual;

16 WHEREAS, the Parties stipulate to the dismissal without prejudice of all of Plaintiff’s  
17 claims against Liberty Mutual in this action.

18 **THEREFORE, IT IS HEREBY STIPULATED** by and between the Parties, through  
19 their respective counsel of record, as follows:

20 1. Plaintiff may have leave to file the First Amended Complaint.

21 2. U.S. Roche Health and Welfare Benefits VEBA Plan is substituted as a defendant  
22 for Liberty Mutual. The substitution of the proper defendant relates back to the filing of the  
23 original Complaint.

24 3. U.S. Roche Health and Welfare Benefits VEBA Plan’s response to the First  
25 Amended Complaint shall be due 20 days after the First Amended Complaint is filed and served.

26 4. The Default entered as to Liberty Mutual shall be set aside.

27 5. Plaintiff’s claims against Liberty Mutual in this action shall be dismissed without  
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