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 Attorneys for Defendants,  
 LIBERTY LIFE ASSURANCE COMPANY OF BOSTON and  
 MAGELLAN HEALTH SERVICES LONG TERM DISABILITY  
 PLAN

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

JULIE CASS,

Plaintiff,

v.

LIBERTY LIFE ASSURANCE  
 COMPANY OF BOSTON, SHORT  
 TERM DISABILITY PLAN FOR THE  
 EMPLOYEES OF MAGELLAN HEALTH  
 SERVICES; and MAGELLAN HEALTH  
 SERVICES LONG TERM DISABILITY  
 PLAN,

Defendants.

Case No: 3:16-cv-06271 RS

**STIPULATION AND ~~PROPOSED~~ ORDER  
 DISMISSING DEFENDANT MAGELLAN  
 HEALTH SERVICES GROUP LONG TERM  
 DISABILITY PLAN**

**WHEREAS**, this action arises under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. Section 1132;

**WHEREAS**, MAGELLAN HEALTH SERVICES LONG TERM DISABILITY PLAN (“the Plan”), is insured under a group disability income policy issued by Liberty Life Assurance Company of Boston (“Liberty Life”) to MAGELLAN HEALTH SERVICES, the sponsor of the Plan;

**WHEREAS**, plaintiff Julie Cass named the Plan as a defendant in this action;

**WHEREAS**, the complaint in this action pleads one claim against all defendants for relief

1 under ERISA, arising from the denial of benefits under the Plan to which plaintiff alleges she is  
2 entitled;

3 **WHEREAS**, although Liberty Life denies that it or the Plan is liable for any of the  
4 claims, or under any of the theories, alleged by plaintiff in this action, Liberty Life agrees that it  
5 will be liable for any judgment or settlement in this action;

6 **IT IS STIPULATED** that the MAGELLAN HEALTH SERVICES LONG TERM  
7 DISABILITY PLAN shall be and is hereby dismissed from this action with prejudice, with each  
8 party to bear its own fees and costs, and plaintiff shall neither amend, nor seek leave to amend,  
9 the complaint in this action to name the Plan as a defendant in this action.

10 All signatories to this Stipulation, and on whose behalf the filing is submitted, concur in  
11 the Stipulation's content and have authorized its filing.

12 **IT IS SO STIPULATED.**

13 Dated: March 31, 2017

DARRASLAW

15 By: /s/ Susan Grabarsky

SUSAN GRABARSKY

Attorneys for Plaintiff, JULIE CASS

18 Dated: March 31, 2017

ROPERS, MAJESKI, KOHN & BENTLEY

20 By: /s/ Stacy Monahan Tucker

PAMELA E. COGAN

STACY MONAHAN TUCKER

Attorneys for Defendants, LIBERTY LIFE  
ASSURANCE COMPANY OF BOSTON and  
MAGELLAN HEALTH SERVICES LONG TERM  
DISABILITY PLAN

**ORDER**

**IT IS HEREBY ORDERED** that, pursuant to the parties' stipulation, MAGELLAN HEALTH SERVICES LONG TERM DISABILITY PLAN ("the Plan"), is hereby dismissed from this action with prejudice, with each party to bear its own fees and costs; and plaintiff shall neither amend, nor seek leave to amend, her complaint to name the Plan as a defendant in this action.

Dated: April 3, 2017

By:

  
United States Judge Richard Seeborg