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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

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11 LYLE HUGHES, ) CASE NO.: C07-4088 PJH  
12 Plaintiff, )  
13 vs. ) **STIPULATION FOR DISMISSAL OF ALL**  
14 UNUMPROVIDENT CORPORATION; ) **CLAIMS RELATED TO NYLIC NO. QN6-**  
UNUM CORPORATION; NEW YORK LIFE ) **82 CONTRACT AND [PROPOSED]**  
15 INSURANCE COMPANY; and DOES 1 ) **ORDER**  
through 20 inclusive, )  
16 Hughes v. Unum Provident Corporation et al ) Complaint Filed: June 28, 2007  
Defendants. )  
17 )  
18 )

Hughes v. Unum Provident Corporation et al

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STIPULATION FOR DISMISSAL OF ALL CLAIMS RELATED TO NYLIC NO. QN6-82 CONTRACT AND [PROPOSED]  
ORDER--CASE NO.: C07-4088 PJH

1 Plaintiff Lyle Hughes ("Plaintiff"), together with Defendants New York Life Insurance  
2 Company ("New York Life") and UNUMPROVIDENT Corporation and UNUM Corporation, by  
3 and through their counsel of record, hereby stipulate to the following pursuant to  
4 Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure:

5 WHEREAS Plaintiff brought this action, asserting disability benefit claims under certain  
6 insurance policies and a non-insurance contract entitled the "Nylic No. QN6-82" ("QN6-82  
7 Contract");

8 WHEREAS Plaintiff and New York Life entered into the QN6-82 Contract on February  
9 1, 1984, when Plaintiff became an agent of New York Life;

10 WHEREAS the QN6-82 Contract is a contract which sets forth the terms and conditions  
11 relating to certain compensation paid to eligible agents of New York Life;

12 WHEREAS Unum Group (formerly known as Unumprovident Corporation) and First  
13 Unum Life Insurance Company (erroneously sued as Unum Corporation) were not parties to the  
14 QN6-82 Contract and have no direct nor derivative liability under that contract;

15 WHEREAS New York Life has filed a Motion for Partial Summary Judgment of  
16 Plaintiff's claims asserted under the QN6-82 Contract and the motion is scheduled to be heard by  
17 this Court on December 3, 2008;

18 WHEREAS Plaintiff has agreed to dismiss with prejudice all claims he has or could  
19 assert that relate to any benefits due or payable under the QN6-82 Contract;

20 WHEREAS Plaintiff agrees to release and dismiss New York Life from any and all  
21 claims Plaintiff has made or could have made as of the date of the entry of the Order for Dismissal,  
22 whether known or unknown arising out of the QN6-82 Contract;

23 WHEREAS at all relevant times Plaintiff was, and presently is an agent of New York  
24 Life with a status of "active," and acknowledges that he has received all benefits payable to him  
25 to the present under the QN6-82 Contract; and

26 WHEREAS Plaintiff and New York Life acknowledge and affirm that this stipulation  
27 for dismissal, and the Court's entry of this stipulated dismissal, will not alter New York Life's  
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1 obligations to Plaintiff under the QN6-82 Contract nor Plaintiff's right to receive benefits in the  
2 future according to the written terms and conditions of the QN6-82 Contract, and that Plaintiff's  
3 rights and New York Life's obligation under the QN6-82 Contract continue as if Plaintiff had not  
4 filed this Action.

5 NOW, THEREFORE, the parties stipulate to the dismissal with prejudice of all claims  
6 Plaintiff has made or could have made against any Defendant as of the date of the entry of the  
7 following Order for Dismissal that relate to, or in any way arise out of the QN6-82 Contract. This  
8 dismissal shall not limit, alter or in any way affect Plaintiff's other claims asserted in the Complaint.  
9 All parties will bear their own costs with respect to the dismissed claims.

10  
11 Dated: November 20, 2008

BARGER & WOLEN LLP

12  
13 By: /s/ J. Russell Stedman  
14 J. RUSSELL STEDMAN  
15 JENNIFER N. LEE  
16 Attorneys for Defendant  
NEW YORK LIFE INSURANCE  
COMPANY

17 Dated: November 20, 2008

BOURHIS & MANN

18  
19 By: /s/ Lawrence Mann  
20 LAWRENCE MANN  
Attorneys for Plaintiff LYLE HUGHES

21 Dated: November 20, 2008

WILSON ELSER MOSKOWITZ EDELMAN  
& DICKER LLP

22  
23 By: /s/ Thomas M. Herlihy  
24 THOMAS M. HERLIHY  
25 LAWRENCE ROSE  
26 Attorneys for UNUM GROUP,  
27 FIRST UNUM LIFE INSURANCE  
28 COMPANY and NEW YORK LIFE  
INSURANCE COMPANY

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STIPULATION FOR DISMISSAL OF PLAINTIFF'S CLAIMS RELATED TO NYLIC NO. QN6-82 CONTRACT AND  
[PROPOSED] ORDER--CASE NO.: C07-4088 PJH

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[PROPOSED] ORDER

Based upon the foregoing Stipulation, and good cause appearing therefore, all claims Plaintiff made or could have made against any Defendant as of the date of the entry of this Order for Dismissal that relate to, or in any way arise out of the QN6-82 Contract are dismissed with prejudice, all parties to bear their own costs with respect to such claims.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 11/21/08

