

1 SPRINGER-SULLIVAN & ROBERTS LLP
 MICHELLE L. ROBERTS Bar No. 239092
 2 mlr@ssrlawgroup.com
 CASSIE SPRINGER-SULLIVAN Bar No. 221506
 3 css@ssrlawgroup.com
 410 – 12th Street, Suite 325
 4 Oakland, California 94607
 Telephone: (510) 992-6130
 5 Facsimile: (510) 280-7564

6 Attorneys for Plaintiff
 Wendy Schramm

7
 8 SEDGWICK, DETERT, MORAN & ARNOLD LLP
 BRUCE D. CELEBREZZE Bar No. 102181
 bruce.celebrezze@sdma.com
 9 DENNIS G. ROLSTAD Bar No. 150006
 dennis.rolstad@sdma.com
 10 ERIN A. CORNELL Bar No. 227135
 erin.cornell@sdma.com
 11 One Market Plaza
 Steuart Tower, 8th Floor
 12 San Francisco, California 94105
 Telephone: (415) 781-7900
 13 Facsimile: (415) 781-2635

14 Attorneys for Defendant
 CNA Long Term Disability Program (erroneously sued herein as
 15 CNA Financial Corp. Insured Group Benefits Program)

16 UNITED STATES DISTRICT COURT
 17 NORTHERN DISTRICT OF CALIFORNIA

18 WENDY SCHRAMM,
 19 Plaintiff,
 20 v.
 21 CNA FINANCIAL CORP. INSURED
 GROUP BENEFITS PROGRAM,
 22 Defendant.
 23

CASE NO. C 09-03087 CW
**SUPPLEMENTAL JOINT CASE
 MANAGEMENT STATEMENT AND
 ORDER**

24 Plaintiff Wendy Schramm (“Plaintiff”) and defendant CNA Long Term Disability
 25 Program, erroneously sued herein as CNA Financial Corp. Insured Group Plan, an ERISA long
 26 term disability plan under which claims were administered and benefits were insured by Hartford
 27 Life and Accident Insurance Company (“the Plan”), by and through their respective counsel of
 28 record, hereby submit this Supplemental Joint Case Management Statement.

1 Following the Case Management Conference on October 13, 2009, the parties
2 participated in further discussions regarding the legal issues to be presented to the Court.
3 Pursuant to these discussions, the parties hereby stipulate and agree that the ERISA standard of
4 review that the Court should apply to this case is the *de novo* standard of review. The parties
5 hereby agree that, should there be an appeal of the Court's decision on Plaintiff's claim for
6 benefits, neither party shall argue on appeal that any standard of review other than the *de novo*
7 standard of review should have been applied in this case. This agreement does not affect any
8 other case and is not a waiver of any rights to seek or assert in any other case that discretionary
9 review is the appropriate standard.

10 DATED: January 11, 2010 SPRINGER-SULLIVAN & ROBERTS LLP

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12 By: s/Michelle L. Roberts
13 Michelle L. Roberts
14 Cassie Springer-Sullivan
15 Attorneys for Plaintiff
16 Wendy Schramm

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18 DATED: January 11, 2010 SEDGWICK, DETERT, MORAN & ARNOLD LLP

19 By: s/Dennis G. Rolstad
20 Dennis G. Rolstad
21 Erin A. Cornell
22 Attorneys for Defendant
23 CNA Long Term Disability Program (erroneously sued
24 herein as CNA Financial Corp. Insured Group Benefits
25 Program)

26 I hereby attest that I have on file all holograph signatures for any signatures indicated by
27 a "conformed" signature (/s/) within this e-filed document.

28 s/Dennis G. Rolstad
Dennis G. Rolstad

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2 This Court will apply the ERISA *de novo* standard of review to this matter.

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4 Dated: 1/14/10



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Hon. Claudia Wilken
U.S. District Court Judge

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