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

17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA  
19

20 WENDY SCHRAMM,

21 Plaintiff,

22 v.

23 CNA FINANCIAL CORP. INSURED  
24 GROUP BENEFITS PROGRAM,

25 Defendant.

CASE NO. C 09-03087 CW

**STIPULATION AND [PROPOSED] FORM  
OF JUDGMENT**

1 Plaintiff Wendy Schramm ("Schramm") and defendant CNA Long Term Disability  
2 Program, erroneously sued herein as CNA Financial Corp. Insured Group Benefits Program (the  
3 "Plan") (collectively "the parties"), have been directed by the Court, pursuant to an Order of June  
4 14, 2010 (Doc. No. 42), to meet and confer regarding a proposed form of judgment.

5 The parties have met and conferred and have agreed upon a form of proposed judgment,  
6 attached hereto as Exhibit A, based upon the following:

7 1. The Court has determined that Schramm qualifies for continued long term  
8 disability benefits under the Plan, which will be paid so long as Schramm continues to meet all  
9 terms and conditions of the Plan.

10 2. The Court has further ordered that Schramm is entitled to an award of long term  
11 disability benefits from May 1, 2008 through the entry of judgment.

12 3. The Court has further ordered that Schramm is entitled to pre-judgment interest  
13 equal to that which would have accrued if she had invested her benefits at a rate equal to the  
14 weekly average one-year constant maturity Treasury yield on the date the benefits were due to  
15 her, and then reinvested the proceeds annually at a rate equal to the weekly average one-year  
16 constant maturity Treasury yield at the time of the reinvestment, up to the date on which the Plan  
17 satisfies the judgment.

18 4. The Court has further ordered that Schramm is entitled to reinstatement of her  
19 waiver of life insurance premium claim benefits under the Plan, which will be in effect so long as  
20 Schramm continues to meet all terms and conditions of the Plan.

21 5. The Court has further ordered that Schramm is entitled to seek an award of  
22 attorneys' fees pursuant to 29 U.S.C. section 1132(g)(1).

23 6. In light of the Court's Order of June 14, 2010, the Plan agrees to pay and  
24 Schramm agrees to accept a lump sum payment of \$69,680.53, in full satisfaction of long term  
25 disability benefits paid to Schramm from May 1, 2008 through July 31, 2010, attorneys' fees and  
26 costs incurred in this action. all interest of any sort on the long term disability benefits from May  
27 1, 2008 through July 31, 2010, attorneys' fees and costs, and all other sums payable through July  
28 31, 2010.

1           7.     The Plan further agrees to resume payment of Schramm's monthly long term  
2 disability benefits effective August, 2010 and to continue to pay her long term disability benefits,  
3 so long as Schramm continues to meet all terms and conditions of the Plan.

4           8.     The Plan further agrees to reinstate Schramm's waiver of life insurance premium  
5 benefit, so long as she continues to meet all terms and conditions of the Plan, effective with entry  
6 of judgment.

7           9.     Payment of the sum set forth in paragraph 6 of this Stipulation constitutes full  
8 payment for any and all long term disability benefits, attorneys' fees, costs, and interest thereon,  
9 through July 31, 2010, and neither party will further prosecute any claims asserted in the  
10 complaint in this action or seek to increase or reduce liability for long term disability benefits,  
11 costs, attorneys' fees, or interest thereon, incurred for any period through July 31, 2010.

12           Based upon the foregoing, the parties hereby STIPULATE AND AGREE that judgment  
13 shall be entered in the form attached hereto as Exhibit A.

14           IT IS SO STIPULATED.

15 DATED: June 28, 2010

SPRINGER-SULLIVAN & ROBERTS LLP

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17 By: \_\_\_\_\_

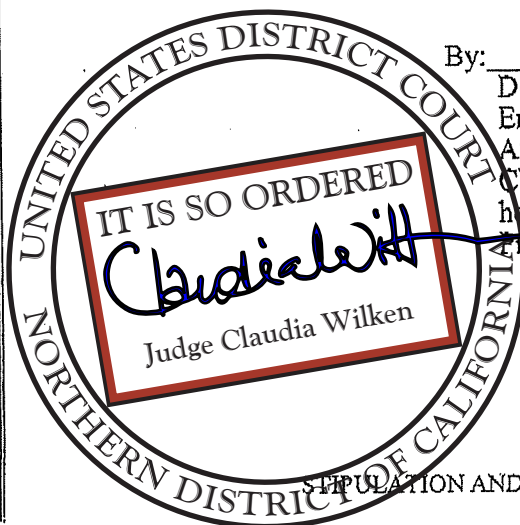
Cassie Springer-Sullivan  
Michelle L. Roberts  
Attorneys for Plaintiff  
Wendy Schramm

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21 DATED: June 28, 2010

SEDGWICK, DETERT, MORAN & ARNOLD LLP

22  
23 By: \_\_\_\_\_

Dennis G. Rolstad  
Erin A. Cornell  
Attorneys for Defendant  
CNA Long Term Disability Program (erroneously sued  
24 herein as CNA Financial Corp. Insured Group Benefits  
25 Program)



# EXHIBIT A

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

WENDY SCHRAMM,  
Plaintiff,  
v.  
CNA FINANCIAL CORP. INSURED  
GROUP BENEFITS PROGRAM,  
Defendant.

CASE NO. C 09-03087 CW  
**JUDGMENT**

Pursuant to the Court's Order of June 14, 2010 and the Stipulation between the parties dated June 28, 2010, judgment is hereby entered in favor of plaintiff Wendy Schramm ("Schramm") and against defendant CNA Long Term Disability Program ("Plan"), erroneously sued herein as CNA Financial Corp. Insured Group Benefits Program. The Plan shall pay Schramm and her counsel the lump sum of \$69,680.53, in full satisfaction of all long term disability benefits owed to Schramm from May 1, 2008 through July 31, 2010, satisfaction of any and all attorneys' fees and costs incurred in this action, satisfaction of all interest of any sort accruing from May 1, 2008 through July 31, 2010, and satisfaction of all other sums payable through July 31, 2010.

The Plan shall further resume payment of Schramm's monthly long term disability benefits effective August, 2010, and continue to pay her long term disability benefits so long as

1 she continues to meet all terms and conditions of the Plan. The Plan shall also reinstate  
2 Schramm's waiver of life insurance premium benefit, so long as she continues to meet all terms  
3 and conditions of the Plan, effective with entry of judgment.

4 IT IS SO ORDERED.

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6 DATED:

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HONORABLE CLAUDIA WILKEN  
UNITED STATES DISTRICT JUDGE  
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