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 7 KATHLEEN A. STOUT

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

11 KATHLEEN A. STOUT,
 12 Plaintiff,

13 v.

14 HARTFORD LIFE AND ACCIDENT
 15 INSURANCE COMPANY;
 AMAZON.COM HOLDING, INC.
 16 LONG TERM DISABILITY PLAN;
 and DOES 1-20, inclusive,
 17 Defendants.

Case No. CV11-6186 CW

**JOINT STIPULATION AND ORDER
 RE CONTINUANCE OF DEADLINE
 TO FILE STIPULATED FORM OF
 JUDGMENT AND/OR MOVE FOR
 APPROPRIATE RELIEF**

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 20 **JOINT STIPULATION**

21 Pursuant to Local Rule 6-2, Plaintiff Kathleen A. Stout and Defendant Hartford
 22 Life and Accident Insurance Company and Amazon.com Holding, Inc. Long Term
 23 Disability Plan hereby stipulate and agree as follows:

24 1. On August 28, 2013, the Court issued its Order Denying Defendants'
 25 Motion for Judgment and Granting in part Plaintiff's Cross-Motion for Judgment (the
 26 "Order"). Doc. #62. The Order stated that Defendants should calculate the past benefits
 27 under the "own occupation" standard plus prejudgment interest thereon, and stated that
 28 the parties must file a stipulated form of judgment within 21 days of the Order, or

1 September 18, 2013. Doc. #62 (24:6-14). The Order stated as follows regarding
2 prejudgment interest: “Prejudgment interest shall be calculated “at a rate equal to the
3 weekly average 1-year constant maturity Treasury yield, as published by the Board of
4 Governors of the Federal Reserve System, for the calendar week preceding the date of the
5 judgment.” 28 U.S.C. § 1961(a); see also *Blankenship v. Liberty Life Assurance Co. of*
6 *Boston*, 486 F.3d 620, 628 (9th Cir. 2007) (noting that ““the interest rate prescribed for
7 post-judgment interest under 28 U.S.C. § 1961 is appropriate for fixing the rate of pre-
8 judgment interest”” (citations omitted)).” The Order also stated that if a dispute
9 concerning the amount due arises and cannot be resolved without the Court’s intervention,
10 the parties may move for appropriate relief. *Id.* (24:15-19).

11 2. On September 13, 2013, Plaintiff’s counsel sent a letter to Defendants’
12 counsel with calculations of the past benefits due and prejudgment interest, citing a
13 prejudgment interest rate other than the rate available under 28 U.S.C. § 1961 that
14 Plaintiff contends is available according to Ninth Circuit precedent in *Blankenship v.*
15 *Liberty Life Assur. Co. of Boston*, 486 F.3d 620, 628 (9th Cir. 2007).

16 3. On September 16, 2013, Plaintiff’s counsel and Defendants’ counsel met
17 and conferred via telephone, and Defendants’ counsel requested that the September 18,
18 2013 deadline set forth in the Order be extended 10 days to September 28, 2013, to enable
19 Defendant Hartford to fully evaluate Plaintiff’s proposed prejudgment interest rate that
20 Plaintiff contends is available under *Blankenship* and meet and confer with Plaintiff’s
21 counsel regarding that issue.

22 4. Good cause exists to extend the September 18, 2013 deadline to file a
23 stipulated form of judgment and / or move for appropriate relief in the Court’s Order, so
24 that the parties can fully meet and confer regarding the calculation of the prejudgment
25 interest rate to determine if the amount due can be resolved without the Court’s
26 intervention.

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