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10 Attorneys for Unum Life Insurance Company of
11 America

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 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION
 15

16 Edward R. Serrata ,
 17 Plaintiff,
 18 v.
 19 Unum Life Insurance Company of America;
 The Sherman Williams Company Group
 20 Long-Term Disability Plan; Does 1-10,
 21 Defendants.

Case No. 4:24-cv-02421-HSG
**STIPULATION AND ORDER
 REGARDING THE STANDARD
 OF REVIEW**

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 23 Plaintiff Edward R. Serrata (“Plaintiff” or “Serrata”) and Defendant Unum Life Insurance
 24 Company of America (“Defendant” or “Unum Life”), through their respective counsel of record,
 25 hereby stipulate as follows:

26 WHEREAS, this action is governed by the Employee Retirement Income Security Act of
 27 1974 (“ERISA”) (29 U.S.C. Section 1001 et seq.);
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1 WHEREAS, one of the issues to be litigated in an ERISA action is whether the standard of
2 review at trial is that of abuse of discretion or *de novo*;

3 WHEREAS, on August 15, 2024, the Court issued an order instructing the parties to
4 e-file a joint letter brief by August 27, 2024 if there is no agreement regarding the standard of
5 review (Docket No. 32);

6 WHEREAS, the parties have further met-and-conferred on the standard of review;

7 WHEREAS, Defendant will stipulate to *de novo* review in this case;

8 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff and Defendant
9 hereto that:

10 1. The standard of review applicable to Plaintiff's claim is *de novo* for purposes of the
11 trial or other dispositive proceedings involving this case;

12 2. Defendant's stipulation to *de novo* standard of review in this case is for purposes of
13 the trial of this case only and without reference to the appropriate standard of review in any other
14 case. Defendant's stipulation on the standard of review should not be construed as a concession
15 that a *de novo* standard of review is applicable in any other pending cases against Defendant.

16 **IT IS SO STIPULATED.**

17 Dated: August 23, 2024

DONAHUE & HORROW, LLP

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By: /s/ Scott E. Calvert
Michael B. Horrow
Scott E. Calvert
Attorneys for Plaintiff
Edward R. Serrata

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23 Dated: August 26, 2024

BURKE, WILLIAMS & SORENSEN, LLP

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By: /s/ Keiko J. Kojima
Daniel W. Maguire
Keiko J. Kojima
Attorneys for Unum Life Insurance Company
of America

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FILER' S ATTESTATION

The filing attorney attests that she has obtained concurrence regarding the filing of this document and its content from the signatories to this document.

Dated: August 26, 2024

BURKE, WILLIAMS & SORENSEN, LLP


By: /s/ Keiko J. Kojima
Daniel W. Maguire
Keiko J. Kojima
Attorneys for Unum Life Insurance Company
of America

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ORDER

Pursuant to the Parties' stipulation, the standard of review applicable to the Plaintiff's claim is *de novo* for purposes of the trial or other dispositive proceedings involving this case.

IT IS SO ORDERED.


Honorable Haywood S. Gilliam, Jr.
U.S. District Judge