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6 Attorneys for Certain Defendants*

8
 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11 FOREST AMBULATORY SURGICAL
 12 ASSOCIATES, L.P., doing business as Forest
 13 SURGERY CENTER,

14 Plaintiff,

15 v.

16 UNITED HEALTHCARE INSURANCE
 17 COMPANY, et al.,

18 Defendants.

Case No. CV10-04911 EJD

19 **STIPULATION RE: EXTENSION**
 20 **OF TIME TO FILE OPPOSITION**
 21 **AND REPLY BRIEFS RELATING**
 22 **TO MOTION TO DISMISS**

(Santa Clara Superior
 Court Number: 110CV183843)

Date: March 23, 2012
 Time: 9:00 a.m.
 Dept.: Ctrm. 4

Complaint Filed: Sept. 29, 2010

* = See Attachment A hereto.

1 Plaintiff Forest Ambulatory Surgical Associates, L.P. ("Plaintiff") and the Moving
2 Defendants (each of whom are listed in Attachment A hereto), through their undersigned
3 counsel of record, hereby stipulate to extend the date for opposition and reply briefs relating
4 to Defendants' Motion to Dismiss Plaintiff's Second Amended Complaint and to Stay
5 Discovery (the "Motion") as follows:

6 WHEREAS, on January 27, 2012, the Moving Defendants filed the Motion, which is
7 scheduled to be heard at 9:00 a.m. on March 23, 2012, in Department 4 of the above-entitled
8 court;

9 WHEREAS, given the number of claims raised by Plaintiff and the number of legal
10 issues addressed in the Motion, Moving Defendants strongly believe, and Plaintiff has agreed,
11 that additional time beyond the standard time allowed for opposition and reply briefs by the
12 Local Rules is necessary to adequately address the legal issues involved;

13 WHEREAS, Plaintiff and the Moving Defendants agree that one additional week to
14 file an opposition brief and one additional week to file a reply brief will be sufficient;

15 WHEREAS, an additional two weeks of time to complete briefing will still result in
16 the completion of all briefing three weeks before the scheduled hearing date;

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1 NOW THEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff and the
2 Moving Defendants, through their counsel of record, that the time to submit opposition and
3 reply briefs relating to the Motion be extended as follows:

4 (1) Due date for opposition brief February 17, 2012;

5 (2) Due date for reply brief March 2, 2012.

6 IT IS SO AGREED AND STIPULATED.

7 Dated: February 8, 2012

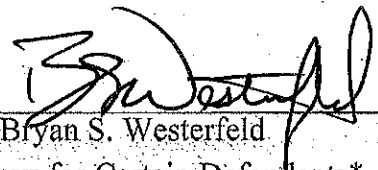
HOOPER LUNDY & BOOKMAN

8
9
10 By: 
11 Katherine M. Markowski

12 Attorneys for Plaintiff,
13 Forest Ambulatory Surgical Associates,
L.P.

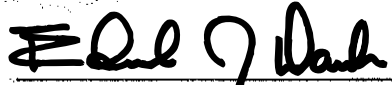
14 Dated: February 8, 2012

WALRAVEN & LEHMAN LLP

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16 By: 
17 Bryan S. Westerfeld
18 Attorneys for Certain Defendants*

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20 PURSUANT TO STIPULATION, IT IS SO ORDERED

21 Dated: February 10, 2012

22 
23 Honorable Edward J. Davila
24 United States District Judge

25 * = See Attachment A hereto.
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ATTACHMENT A

Companies and Group Health Plans Represented by Walraven & Lehman LLP:

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4 UNITED HEALTHCARE INSURANCE COMPANY;

5 UNITEDHEALTH GROUP, INC.;

6 UNITED HEALTHCARE SERVICES, INC.;

7 INGENIX, INC.;

8 ABBOTT LABORATORIES HEALTH CARE PLAN;

9 ABBOTT LABORATORIES, INC.;

10 ADVANCED MICRO DEVICES, INC. COMPREHENSIVE WELFARE PLAN (A/K/A

11 ADVANCED MICRO DEVICES HEALTH PLAN);

12 ADVANCED MICRO DEVICES, INC.;

13 AGILENT TECHNOLOGIES MEDICAL PLAN;

14 AGILENT TECHNOLOGIES, INC.;

15 ALAMEDA-CONTRA COSTA TRANSIT DISTRICT WELFARE BENEFIT PLAN;

16 ALAMEDA-CONTRA COSTA TRANSIT DISTRICT;

17 AMERIPRISE FINANCIAL MEDICAL PLAN;

18 AMERIPRISE FINANCIAL, INC.;

19 EMPLOYEE BENEFITS ADMINISTRATION COMMITTEE OF AMERIPRISE

20 FINANCIAL, INC.;

21 AMPLAN, THE AMTRAK UNION BENEFITS PLAN;

22 NATIONAL RAILROAD PASSENGER CORPORATION D/B/A AMTRAK;

23 APPLE INC. HEALTH AND WELFARE BENEFIT PLAN (A/K/A APPLE MEDICAL

24 PLAN);

25 APPLE INC.;

26 ARAMARK CORPORATION HEALTH BENEFITS PLAN;

27 ARAMARK CORPORATION;

28

1 AT&T UMBRELLA BENEFIT PLAN NO. 1 – AT&T MEDICAL PLAN (A/K/A AT&T
2 MEDICAL PLAN);
3 AT&T, INC.;
4 AUTOMATIC DATA PROCESSING, INC. HEALTH BENEFITS PLAN;
5 AUTOMATIC DATA PROCESSING, INC.;
6 AVAGO TECHNOLOGIES HEALTH BENEFITS PLAN;
7 AVAGO TECHNOLOGIES U.S., INC.;
8 BARNES & NOBLE, INC. HEALTH BENEFITS PLAN;
9 BARNES & NOBLE, INC.;
10 BEST BUY FLEXIBLE BENEFITS PLAN;
11 BEST BUY CO., INC.;
12 CADENCE DESIGN SYSTEMS, INC. CHOICE PLUS MEDICAL PLAN (A/K/A
13 CADENCE MEDICAL PLAN);
14 CADENCE DESIGN SYSTEMS, INC.;
15 CISCO SYSTEMS, INC. WELFARE BENEFIT PLAN (A/K/A CISCO SYSTEMS, INC.
16 MEDICAL PLAN, AND CISCO SYSTEMS, INC. RETIREE MEDICAL ACCESS
17 PLAN);
18 CISCO SYSTEMS, INC.;
19 CNA CHOICE PLUS PREFERRED PROVIDER ORGANIZATION PLAN (A/K/A CNA
20 MEDICAL PLAN);
21 CONTINENTAL CASUALTY COMPANY;
22 COHERENT, INC. WELFARE BENEFIT PLAN;
23 COHERENT, INC.;
24 COVIDIEN HEALTH AND WELFARE BENEFITS PLAN;
25 COVIDIEN HEALTH AND WELFARE BENEFITS COMMITTEE;
26 TYCO HEALTHCARE GROUP LP;
27 DANAHER CORPORATION HEALTH BENEFITS PLAN;
28 DANAHER CORPORATION;

1 DELTA ACCOUNTBASED HEALTHCARE PLAN;
2 DELTA AIRLINES, INC.;
3 ADMINISTRATIVE COMMITTEE OF DELTA AIRLINES, INC.;
4 DISCOUNT TIRE/AMERICA'S TIRE CO. (REINALT-THOMAS CORP.) WELFARE
5 BENEFIT PLAN;
6 DISCOUNT TIRE/AMERICA'S TIRE/DISCOUNT TIRE DIRECT (REINALT-THOMAS
7 CORP.);
8 UNITEDHEALTHCARE CHOICE PLUS PLAN FOR ECLIPSYS CORPORATION
9 HEALTH BENEFIT PLAN;
10 ECLIPSYS CORPORATION;
11 ELECTRONIC ARTS HEALTH AND WELFARE BENEFIT PLAN;
12 ELECTRONIC ARTS, INC.;
13 FARMERS INSURANCE EXCHANGES HEALTH BENEFITS PLAN;
14 FARMERS GROUP, INC. (erroneously sued as Farmers Insurance Company, Inc.);
15 FLEXTRONICS INTERNATIONAL USA, INC. WELFARE BENEFIT PLAN;
16 FLEXTRONICS INTERNATIONAL USA, INC.;
17 FOOTHILL DE-ANZA COMMUNITY COLLEGE DISTRICT WELFARE BENEFIT
18 PLAN (A/K/A FOOTHILL DE-ANZA COMMUNITY COLLEGE DISTRICT
19 MEDICAL PLAN);
20 FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT;
21 GENERAL DYNAMICS CORPORATION HEALTH AND WELFARE PLAN (A/K/A
22 GENERAL DYNAMICS CORPORATION PREFERRED PROVIDER
23 ORGANIZATION UHC CHOICE PLUS PLAN A);
24 GENERAL DYNAMICS CORPORATION;
25 UNITEDHEALTHCARE CHOICE PLUS PLAN FOR W.W. GRAINGER, INC.;
26 W.W. GRAINGER, INC.;
27 HEWLETT-PACKARD MEDICAL PLAN;
28 HEWLETT-PACKARD COMPANY;

1 HYNIX SEMICONDUCTOR MANUFACTURING OF AMERICA, INC. WELFARE
2 BENEFIT PLAN;
3 HYNIX SEMICONDUCTOR MANUFACTURING OF AMERICA, INC.;
4 IBM MEDICAL AND DENTAL BENEFIT PLANS FOR REGULAR FULL-TIME AND
5 REGULAR PART-TIME EMPLOYEES;
6 INTERNATIONAL BUSINESS MACHINES CORPORATION;
7 OFFICE OF PLAN ADMINISTRATOR - IBM RETIREMENT PLANS COMMITTEE;
8 INTERSIL CORPORATION HEALTH BENEFITS PLAN;
9 INTERSIL CORPORATION;
10 JOHNSON MATTHEY, INC. HEALTH BENEFITS PLAN;
11 JOHNSON MATTHEY, INC.;
12 KLA-TENCOR WELFARE BENEFIT PLAN (A/K/A KLA-TENCOR MEDICAL PLAN);
13 KLA-TENCOR CORPORATION;
14 THE MCGRAW-HILL COMPANIES, INC. GROUP HEALTH PLAN;
15 THE MCGRAW-HILL COMPANIES, INC.;
16 MENTOR GRAPHICS CORPORATION WELFARE BENEFIT PLAN (A/K/A MENTOR
17 GRAPHICS CORPORATION CHOICE PLUS TRADITIONAL PLAN);
18 MENTOR GRAPHICS CORPORATION;
19 NCR HEALTHCARE PLAN (A/K/A NCR FLEXIBLE BENEFITS PROGRAM);
20 NCR CORPORATION;
21 NOKIA, INC. HEALTH BENEFITS PLAN;
22 NOKIA, INC.;
23 NOVELLUS EMPLOYEE WELFARE BENEFIT PLAN;
24 NOVELLUS SYSTEMS, INC.;
25 NXP SEMICONDUCTORS WELFARE BENEFIT PLAN;
26 NXP SEMICONDUCTORS USA, INC.;
27 ORACLE CORPORATION FLEXIBLE BENEFITS PLAN;
28 ORACLE CORPORATION;

1 PHILIPS ELECTRONICS NORTH AMERICA CORPORATION GROUP WELFARE
2 BENEFIT PLAN;
3 PHILIPS ELECTRONICS NORTH AMERICA CORPORATION;
4 THE PROCTER & GAMBLE HEALTH CARE PLAN;
5 THE PROCTER & GAMBLE COMPANY;
6 UNITEDHEALTHCARE PPO PLAN FOR QUALCOMM INCORPORATED (A/K/A
7 QUALCOMM INCORPORATED WELFARE BENEFIT PLAN);
8 QUALCOMM INCORPORATED;
9 SOS STEEL COMPANY, INC. HEALTH BENEFITS PLAN
10 SOS STEEL COMPANY, INC.
11 SPANSION COMPREHENSIVE WELFARE PLAN (A/K/A SPANSION CHOICE PLUS
12 MEDICAL PLAN); SPANSION, INC.;
13 SVB FINANCIAL GROUP HEALTH PLAN;
14 SVB FINANCIAL GROUP;
15 SYNOPSYS, INC. WELFARE PLAN;
16 SYNOPSYS, INC.;
17 TARGET CORPORATION HEALTH BENEFITS PLAN;
18 TARGET CORPORATION;
19 THE TURNER CORPORATION HEALTH BENEFITS PLAN;
20 THE TURNER CORPORATION;
21 THERMO-FISHER SCIENTIFIC, INC. MEDICAL PLAN (A/K/A THERMO-FISHER
22 SCIENTIFIC, INC. HEALTH AND WELFARE PLAN);
23 THERMO-FISHER SCIENTIFIC, INC.;
24 TOSHIBA AMERICA, INC. HEALTH BENEFITS PLAN;
25 TOSHIBA AMERICA, INC.;
26 US AIRWAYS, INC. HEALTH BENEFIT PLAN;
27 US AIRWAYS, INC.;
28

1 UNITEDHEALTHCARE CHOICE PLUS FOR VERISIGN, INC. HEALTH BENEFITS
2 PLAN;
3 VERISIGN, INC.;
4 WELLS FARGO AND COMPANY HEALTH PLAN (A/K/A WELLS FARGO
5 UNITEDHEALTHCARE PPO PLAN, AND WELLS FARGO
6 UNITEDHEALTHCARE CONSUMER DIRECTED HEALTH PLAN);
7 WELLS FARGO AND COMPANY;
8 WHOLE FOODS MARKET GROUP BENEFIT PLAN;
9 WHOLE FOODS MARKET, INC.;
10 WHOLE FOODS MARKET BENEFITS ADMINISTRATIVE COMMITTEE;
11 WILLIAMS-SONOMA HEALTH AND WELFARE BENEFIT PLAN;
12 WILLIAMS-SONOMA, INC.;
13 WIPRO HEALTH AND WELFARE PLAN;
14 WIPRO LTD

1 **PROOF OF SERVICE**

2 I, Jessica Ridley, declare:

3 I am a resident of the State of California and over the age of eighteen years, and
4 not a party to the within action; my business address is 120 Vantis, Suite 535, Aliso Viejo,
5 California 92656. On February 8, 2012, I served the within documents:

6 **STIPULATION RE: EXTENSION OF TIME TO FILE RESPONSIVE**
7 **PLEADINGS TO MOTION TO DISMISS**

8 by transmitting via facsimile machine the document(s) listed above to the fax number(s) set
9 forth below on this date at approximately 12:03 PM. The outgoing facsimile machine
10 telephone number in this office is (949) 215-1999. The facsimile machines used in this
11 office create a transmission report for each outgoing facsimile transmitted. A copy of the
12 transmission report(s) for the service of this document, properly issued by the facsimile
13 machine(s) that transmitted this document and showing that such transmission was
14 (transmissions were) completed without error, is attached hereto.

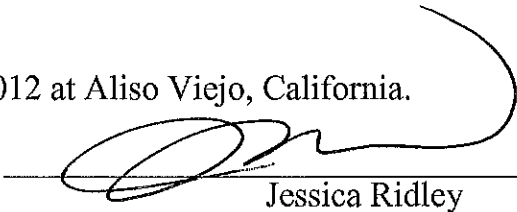
15 by placing the document(s) listed above in a sealed envelope with postage thereon fully
16 prepaid, in the United States mail at Aliso Viejo, California addressed as set forth below. I
17 am readily familiar with the firm's practice of collecting and processing correspondence for
18 mailing. Under that practice it would be deposited with the U.S. Postal Service on that
19 same day with postage thereon fully prepaid in the ordinary course of business. I am aware
20 that on motion of the party served, service is presumed invalid if the postal cancellation date
21 or postage meter date is more than one day after date of deposit for mailing in affidavit.

22 by putting a true and correct copy thereof, together with an unsigned copy of this
23 declaration, in a sealed envelope designated by the carrier, with delivery fees paid or
24 provided for, for delivery the next business day to the person(s) listed above, and placing
25 the envelope for collection today by the overnight courier in accordance with the firm's
26 ordinary business practices. I am readily familiar with this firm's practice for collection and
27 processing of overnight courier correspondence. In the ordinary course of business, such
28 correspondence collected from me would be processed on the same day, with fees thereon
fully prepaid, and deposited that day in a box or other facility regularly maintained by
Worldwide Network, Inc., which is an express carrier.

21 Katherine M. Markowski
22 Daron L. Tooch (310) 551-8111
23 Hooper, Lundy & Bookman (310) 551-8181-FAX
24 1875 Century Park East, Suite 1600
25 Los Angeles, CA 90067

26 I declare under penalty of perjury under the laws of the State of California that
27 the above is true and correct.

28 Executed on February 8, 2012 at Aliso Viejo, California.



Jessica Ridley