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10 Attorneys for Plaintiff
KATHLEEN KARELS

11 UNITED STATES DISTRICT COURT
 12 DISTRICT OF NEVADA

13 **KATHLEEN KARELS**, an individual,
 14 Plaintiff,

Case No. **2:17-cv-1039-JCM-(VCF)**

15 vs.

**THE PARTIES STIPULATION AND
 ORDER
 TO DISMISS THE WAL-MART
 DEFENDANTS, ONLY, WITHOUT PREJUDICE**

16 **WAL-MART STORES, INC.**, a Delaware
 corporation; **GROUP LONG TERM DISABILITY
 17 PLAN FOR EMPLOYEES OF WAL-MART
 STORES, INC.**, an employee welfare benefit
 18 plan; and **HARTFORD LIFE AND ACCIDENT
 INSURANCE COMPANY**, a Connecticut
 19 corporation,

20 Defendants.

21 _____/

22 The Parties, Plaintiff, **KATHLEEN KARELS**, (“Plaintiff” or “Karels”) by her attorneys,
 23 Steven J. Parsons of LAW OFFICES OF STEVEN J. PARSONS, and Scott E. Davis of SCOTT E. DAVIS,
 24 P.C.; Defendants **HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**, (“Hartford”) by its
 25 attorneys, Kristina N. Holmstrom of LEWIS ROCA ROTHGERBER CHRISTIE LLP; and **WAL-MART
 26 STORES, INC.**, and **GROUP LONG TERM DISABILITY PLAN FOR EMPLOYEES OF WAL-MART
 27 STORES, INC.** (“Wal-Mart Defendants”) by their attorneys, J. Gordon Howard of RUSSELL &



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1 OLIVER, PLC of Memphis, Tennessee,¹ hereby stipulate and agree, as follows:

- 2 1. Plaintiff served Wal-Mart Defendants with the Complaint on May 12, 2017;
- 3 2. The parties earlier stipulated to allow time for the parties to engage in
- 4 discussions to see if Wal-Mart Defendants' were necessary parties to this litigation. The
- 5 stipulation was entered as an Order of the Court (Doc. # 7) on June 2, 2017;
- 6 3. Upon further inquiry and discussion between the Parties' counsel, it was
- 7 confirmed that there are no other employee benefits for Plaintiff, other than the disability
- 8 benefits as set forth in Plaintiff's Complaint, that her claims or the facts would implicate;
- 9 4. Defendant Hartford is an insurer, not the Plan. Defendant Hartford fully insured
- 10 the benefits of the Plan;
- 11 5. The claims decision of Defendant Hartford would benefit or be to the detriment
- 12 of only Defendant Hartford, therefore Defendant Hartford has a structural conflict of interest
- 13 (in that it both funds and decides claims.)

14 Therefore, the Parties hereby stipulate and agree that the Complaint as to the Wal-Mart

15 Defendants, only, be dismissed, without prejudice, and that the Court enter its Order,

16 accordingly.

17 Further, the Parties also agree that they seek the Order of Dismissal to include that the

18 Wal-Mart Defendants' names be stricken from the caption of the case by the Clerk of the

19 Court.

20 Dated: Monday, June 19, 2017.

21 LAW OFFICES OF STEVEN J. PARSONS

22 /s/ Steven J. Parsons
23 Steven J. Parsons
Nevada Bar No. 363

24 Attorneys for Plaintiff
25 **KATHLEEN KARELS**

LEWIS ROCA ROTHGERBER CHRISTIE LLP

/s/ Kristina N. Holmstrom
Kristina N. Holmstrom
Nevada Bar No. 10086

Attorneys for Defendant **HARTFORD LIFE
AND ACCIDENT INSURANCE COMPANY**

26 ¹Mr. Howard's only participation in this case was to secure the dismissal of the Wal-

27 Mart Defendants, as provided for herein.

1 RUSSELL & OLIVER, PLC
2 /s/ J. Gordon Howard
3 J. Gordon Howard
4 Tennessee Bar No. 026850
5 Attorney for Wal-Mart Defendants

ORDER

6 **IT IS SO ORDERED.**

7 Dated: June 21, 2017.

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UNITED STATES DISTRICT JUDGE