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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

ARTHUR DIAMOND,
Plaintiff,

No. 2:09-cv-01110-MCE-DAD-PS

v.

ORDER

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY, et al.,
Defendants.

_____ /

Plaintiff is proceeding pro se with the above-entitled action. The matter was referred to a United States Magistrate Judge pursuant to Local Rule 302(c)(21).

On May 11, 2011, the magistrate judge filed findings and recommendations herein which were served on defendants electronically on May 11, 2001, and on plaintiff by mail on May 19, 2011. The findings and recommendations contained notice to all parties that any objections to the findings and recommendations were to be filed within twenty-one days after service of the findings and recommendations. The twenty-one-day period has expired as to all parties, and no party has filed objections to the findings and recommendations.

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1 The Court has reviewed the file and finds the findings and recommendations to be
2 supported by the record and by the magistrate judge's analysis.

3 Accordingly, IT IS HEREBY ORDERED that:

4 1. The findings and recommendations filed May 11, 2011 (ECF No. 118) are adopted in
5 full;

6 2. Defendant Mediterranean Shipping Company's January 10, 2011 motion to dismiss
7 for lack of subject matter jurisdiction (ECF No. 104) is granted;


8 3. Defendant State Farm Mutual Automobile Insurance Company's April 29, 2010
9 motion for summary judgment (ECF No. 62), as amended in part by defendant's September 14,
10 2010 amended notice of motion for summary judgment (ECF No. 80), is denied as to plaintiff's
11 breach of contract claim and granted in all other respects;

12 4. Defendant CSE Insurance Group's February 28, 2011 motion to dismiss pursuant to
13 Rule 12(b)(1) (ECF No. 113) is denied; defendant's motion in the alternative for partial summary
14 judgment is denied as to plaintiff's claims for breach of contract and breach of the implied
15 covenant of good faith and fair dealing but granted in all other respects;

16 5. This action, with its remaining state law claims, is remanded to the Sacramento
17 County Superior Court; and

18 6. Upon remand, the Clerk of the Court is directed to close this case.

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20 Dated: July 20, 2011

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22 MORRISON C. ENGLAND, JR.
23 UNITED STATES DISTRICT JUDGE
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