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6 IN THE UNITED STATES DISTRICT COURT  
7 FOR THE DISTRICT OF ARIZONA

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9 Metropolitan Life Insurance Company, ) No. CIV 07-0220-PHX-SMM

10 Plaintiff, ) **ORDER**

11 v. )

12 Tyler Elliott; Shamus Stinson; a minor )  
13 child, by and through his guardians )  
14 Douglas and Judith Hardy, )

14 Defendants. )

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16 Upon Motion of Plaintiff Metropolitan Life Insurance Company (Doc. 22) and  
17 agreement of Defendant Shamus Stinson (Doc.23),<sup>1</sup> and just cause appearing,

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19 **IT IS HEREBY ORDERED** that the injunction entered by this Court on  
20 February 7, 2007, restraining Claimants/Defendants from instituting or prosecuting any  
21 proceeding in any state or United States Court against MetLife, Bank of America, or the Plan  
22 with respect to the Plan Benefits, is to be made permanent. This injunction will only apply  
23 to the specific Plan Benefits at issue in this action. The injunction will not preclude Shamus  
24 Stinson or his Guardians or other representatives from: (a) making a separate claim against  
25 MetLife for child care benefits, as allowed under the Accidental Death & Dismemberment  
26 Policy issued to Shamus' mother, Jamie Lisa Smith; (b) making a separate claim against  
27 MetLife and/or any Bank of America entity(ies) for any other benefits, wages and/or

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28 <sup>1</sup>Mr. Elliott has not answered the Interpleader Complaint, and the time for him to  
file an answer has expired.

1 insurance to which Ms. Smith's Estate and/or beneficiaries may be entitled; and/or (c) making  
2 a claim against Bank of America, MetLife and/or any and all related entities for any other  
3 insurance policy(ies) that may have been payable as a consequence of the death of Jamie Lisa  
4 Smith. In addition, Bank of America, MetLife, and all related entities may still be required  
5 to produce witnesses and cooperate in any continuing litigation over Ms. Smith's Bank of  
6 America Plan Benefits.

7 **IT IS FURTHER ORDERED** that Metropolitan Life Insurance Company, the  
8 Bank of America Corporation and its subsidiaries/committees, and Bank of America Group  
9 Benefits Program, are hereby discharged and released from any further liability to any person  
10 or entity with respect to the specific Life and Accidental Death and Dismemberment  
11 ("AD&D") Plan Benefits at issue in this Interpleader action that were payable under the Bank  
12 of America Group Benefits Program as a consequence of the death of Jamie Lisa Smith (the  
13 "Plan Benefits").

14 **IT IS FURTHER ORDERED** Metropolitan Life Insurance Company is  
15 **DISMISSED** with prejudice from this action.

16 DATED this 11<sup>th</sup> day of July, 2007.

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21 Stephen M. McNamee  
22 United States District Judge  
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