

1 Sean P. Nalty (State Bar No. 121253)
2 sean.nalty@ogletreedeakins.com
3 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4 Steuart Tower, Suite 1300
5 One Market Plaza
6 San Francisco, CA 94105
7 Telephone: (415) 442-4810
8 Facsimile: (415) 442-4870

9 Attorney for Defendant and Counterclaimant
10 THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA

13 DEVRA BOMMARITO, an individual,) Case No. 2:15-cv-01187-WBS-DB
14)
15 Plaintiff and Counterdefendant,) **JUDGMENT**
16)
17 v.) Complaint Filed: June 1, 2015
18) Current Trial Date: December 4, 2018
19 THE NORTHWESTERN MUTUAL LIFE) Judge: Hon. William B. Shubb
20 INSURANCE COMPANY and MARK)
21 MAJEWSKI,)
22)
23 Defendant and Counterclaimant.)
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25 _____)
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28)

1 Pursuant to the stipulation of the parties signed on August 30, 2018, and the July 23, 2018 order
2 granting Defendant NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY's motions for the
3 Application of ERISA to this matter and for partial summary judgment, the Court hereby enters
4 judgment in favor of Defendant and Counterclaimant THE NORTHWESTERN MUTUAL LIFE
5 INSURANCE COMPANY, and against Plaintiff and Counterdefendant DEVRA BOMMARITO, on
6 Plaintiff's Complaint for Breach of Contract and Breach of the Covenant of Good Faith and Fair
7 Dealing filed in this matter.

8 Moreover, based on the stipulation of the parties, NORTHWESTERN MUTUAL LIFE
9 INSURANCE COMPANY'S counterclaim against Plaintiff and Counterdefendant DEVRA
10 BOMMARITO is dismissed without prejudice.

11 The Court will determine the amount, if any, of costs of suit to which NORTHWESTERN
12 MUTUAL LIFE INSURANCE COMPANY is entitled in response to the appropriate post-judgment
13 submissions and motion practice.

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15 IT IS SO ORDERED AND ADJUDICATED.

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18 Dated: August 31, 2018



19 WILLIAM B. SHUBB
20 UNITED STATES DISTRICT JUDGE
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