

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**MORGEN & OSWOOD
CONSTRUCTION CO., INC., and
GREGORY A. OSWOOD**
Plaintiffs,

v.

**NATIONWIDE LIFE INSURANCE
COMPANY,**
Defendant.

CIVIL ACTION

NO. 13-666

ORDER

AND NOW, this 1st day of August, 2022, upon consideration of Plaintiffs' Motion for Partial Summary Judgment (ECF No. 163), Defendant's Cross-Motion for Summary Judgment and Opposition to Plaintiffs' Motion (ECF Nos. 169-70), Plaintiffs' Brief in Opposition to Defendant's Motion and in Support of its Motion (ECF No. 173-74, 180), Defendant's Reply Brief in Further Support of its Motion (ECF No. 177), and the Parties' Joint Appendix in support of their Motions (ECF No. 182), **IT IS HEREBY ORDERED** as follows:

1. Plaintiffs' Motion is **GRANTED** as to their Section 1132(a)(2) ERISA claim premised on the issuance of the loan on the Policy.
2. Defendant's Motion is **GRANTED** as to: (1) Plaintiffs' ERISA claims under 29 U.S.C. § 1132(a)(2) stemming from the two changes to the policy owner; (2) Plaintiffs' RICO claims under 18 U.S.C. § 1962(c); and, (3) Plaintiffs' common law claims, which claims are **HEREBY DISMISSED**.
3. The Parties' Motions are **DENIED** in all other respects.

BY THE COURT:

/S/WENDY BEETLESTONE, J.

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