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Attorneys for Defendant
MortgageIT, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

SAMUEL MAXWELL,

Plaintiff,

vs.

UNION FIDELITY MORTGAGE, INC.,
ERIN REILLY, RANDOLPH MARTIN,
MORTGAGEIT, INC., and Does 1 to 20,
inclusive,

Defendants.

Case No: 1:08-cv-1329

**ORDER FINDING GOOD FAITH
SETTLEMENT AND BARRING FURTHER
CLAIMS FOR INDEMNITY OR
CONTRIBUTION AS AGAINST
DEFENDANT MORTGAGEIT, INC.**

1 On May 24, 2010, at 10:00 a.m., in Courtroom 3 of this Court, defendant MortgageIT, Inc.’s
2 (“MortgageIT”) Motion for Determination of Good Faith Settlement came on for regularly
3 scheduled hearing. Upon consideration of the pleadings, the papers, the arguments of counsel, and
4 with good cause appearing,

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6 IT IS HEREBY ORDERED that,

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8 MortgageIT’s Motion for Determination of Good Faith Settlement with Plaintiff Samuel
9 Maxwell (“Plaintiff”) is GRANTED.

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11 IT IS FURTHER ORDERED that:

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13 1. The settlement as between MortgageIT and Plaintiff is a good faith settlement within
14 the definition of California Code of Civil Procedure Sections 875 *et seq.*;

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16 2. The claims as asserted by Plaintiff against MortgageIT are dismissed with prejudice;

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18 3. Any and all future claims in this action by any of the other defendants as against
19 MortgageIT, its affiliates, subsidiaries, successors in interest, agents, or related party thereof, for
20 implied indemnity, contribution or apportionment of fault, based on comparative negligence or
21 fault, are barred; and,

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4. Any apportionment of damages among non-settling defendants is limited to the non-settling defendants proportionate share of liability to be determined at trial. *See Franklin v. Kaypro Corp.*, 884 F.2d 1222 (1989).

IT IS SO ORDERED.

Dated: June 7, 2010

/s/ Oliver W. Wanger
UNITED STATES DISTRICT JUDGE