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6 Attorneys for Plaintiff  
7 PROTECTIVE LIFE INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

10 PROTECTIVE LIFE INSURANCE ) Case No. 1:13-cv-00127-AWI-JLT  
11 COMPANY, )  
12 Plaintiff, )  
13 v. )  
14 DAVID T. UNGAR, an individual, STACEY )  
15 UNGAR NASH, an individual, JAMIE )  
16 UNGAR, an individual, and JILL UNGAR, an )  
17 individual, )  
18 Defendants. )  
19 \_\_\_\_\_

) **ORDER RE: DISCHARGE AND  
AWARD OF COSTS AND  
ATTORNEYS' FEES TO PLAINTIFF  
PROTECTIVE LIFE INSURANCE  
COMPANY**

20 The Court, having considered the Stipulation to Discharge and Award of Costs and  
21 Attorneys' Fees, attached hereto as Exhibit A, in the above-captioned matter, and the Settlement  
22 Agreement between the Defendants or Claimants upon the insurance funds and the Agreement  
23 between David Ungar, Stacey Nash, and Jamie Ungar to have their proceeds issued by check  
24 made out to David Ungar, both attached hereto as Exhibit B, as well as all the records and files  
25 herein, and good cause appearing therefore,

26 **HEREBY ORDERS:**

27 1. Protective Life Insurance Company ("Protective") is hereby discharged from any  
28 and all liability on or arising out of:  
29 (a) life insurance policy no. FT0021464 (the "Policy") issued by Protective;  
30 and

1 (b) the rights and obligations of the parties to this action with respect to any  
2 and all proceeds under the Policy;

3 2. The Policy is void and of no further force and effect;

4 3. From the money that was deposited by Protective with the Clerk of this Court,  
5 Protective is awarded **\$4,040.64**, which reflects all costs and reasonable attorney  
6 fees incurred in bringing and maintaining the present action;

7 4. Defendants are permanently enjoined from instituting or prosecuting any other  
8 actions against Protective regarding the Policy, including but not limited to any  
9 claim related to the Aviation Exclusion Rider, which was attached to and  
10 incorporated in the Policy; and

11 5. The remaining \$84,440.04 to be disbursed to the Defendants or Claimants upon  
12 the insurance proceeds as follows:

13  A check made payable to-- David T. Ungar in the amount of **\$16,000**, to  
14 be delivered to the following address: David T. Ungar, 8200 Kroll Way, #265,  
15 Bakersfield, CA 93311.

16  A check made payable to Jill Ungar and Mortenson & Rafie, LLP in the  
17 amount of **\$68,440.04**, check to be delivered to the following address: 10781  
18 West Twain Avenue, Las Vegas, Nevada 89135.

IT IS SO ORDERED.

Dated: April 10, 2013

## ~~SENIOR DISTRICT JUDGE~~