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Attorneys for Plaintiff
PROTECTIVE LIFE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PROTECTIVE LIFE INSURANCE COMPANY,)	Case No. 1:13-cv-00127-AWI-JLT
)	
Plaintiff,)	ORDER RE: DISCHARGE AND
)	AWARD OF COSTS AND
v.)	ATTORNEYS' FEES TO PLAINTIFF
)	PROTECTIVE LIFE INSURANCE
)	COMPANY
DAVID T. UNGAR, an individual, STACEY)	
UNGAR NASH, an individual, JAMIE)	
UNGAR, an individual, and JILL UNGAR, an)	
individual,)	
)	
Defendants.)	

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

HEREBY ORDERS:

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

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

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

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

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

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

☐ A check made payable to-- David T. Ungar in the amount of \$16,0000, to be delivered to the following address: David T. Ungar, 8200 Kroll Way, #265, Bakersfield, CA 93311.

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

IT IS SO ORDERED.

Dated: April 10, 2013



SENIOR DISTRICT JUDGE