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FILED

DEC - 9 2008

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NOTICE OF ENTRY

7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA

Mack et al v United States of America

Doc. 24

10
11 DAVID BRYAN MACK and JAMIE,
12 LYNN WORTS, et al.,

CASE NO. C007-06369 SBA

13 Plaintiffs,

ORDER RE SETTLEMENT

14 vs.

15 UNITED STATES OF AMERICA, et al.,

16 Defendants.
17
18 _____/

19 The parties having stipulated that William L. Nagle shall serve as Judge Pro Tem for
20 purposes of the Settlement Agreement executed on October 7, 2008, and that the decisions
21 of Judge Pro Tem Nagle shall be final, binding and non-appealable, a dispute having arisen
22 regarding the necessity of certain language in the release, and good cause appearing
23 therefor,
24

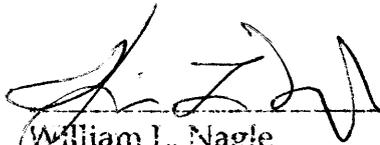
25 The Judge Pro Tem confirms that the indemnity language requested in the releases
26 from Medic Air or its partners is unnecessary. The executed Stipulation for Compromised
27 Settlement and Release of All Claims shall serve as the formal Settlement Agreement. The
28 case is resolved in its entirety and a dismissal shall be entered with prejudice dismissing
29 any and all claims by Medic Air, its partners, and/or its insurers for property damage or
30 hull damage. The dismissal shall act as a retraxit of any and all claims including
31 subrogation claims.
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ORDER RE SETTLEMENT

Settlement payments shall be expedited.

DATED: December 2, 2008



William L. Nagle
Judge Pro Tem

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ORDER RE SETTLEMENT