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10 Attorneys for Plaintiff,
 11 PENN-STAR INSURANCE COMPANY

12 UNITED STATES DISTRICT COURT
 13 EASTERN DISTRICT OF CALIFORNIA

14 PENN-STAR INSURANCE COMPANY, a
 15 Pennsylvania corporation,

16 Plaintiff,

17 v.

18 THE TRINITY LOGISTICS GROUP, INC., a
 19 Mississippi corporation; EFREN SANTOS, an
 20 individual and as successor in interest to LETICIA
 21 TREJO, deceased and RICARDO SANTOS,
 22 deceased; REYNALDA SANTOS, an individual;
 23 CESAR SANTOS, an individual and as guardian
 24 ad litem for EDUARDO SANTOS, a minor;
 25 MARIA E. SANTOS, an individual; EFREN J.
 26 SANTOS, an individual; JOSE A. SANTOS, an
 27 individual; JUAN M. SANTOS, an individual;
 28 A2A TRANSPORTATION, INC., a California
 corporation; ALONSO HERNANDEZ, an
 individual; FRESHPOINT, INC., a Delaware
 corporation; SYSCO CORPORATION, INC., a
 Delaware corporation,

Defendants.

Case No. 1:15-CV-00931-GSA

STIPULATION AND ORDER
 TO BE BOUND BY
 DECLARATORY JUDGMENT
 ACTION

1 **STIPULATION**

2 Plaintiff Penn-Star Insurance Company, through its counsel, and Great West
3 Casualty Company, through its counsel, hereby stipulate as follows:

4 1. Penn-Star has filed this declaratory-judgment lawsuit against several
5 defendants, including Alonso Hernandez and A2A Transportation, Inc., seeking a judicial
6 determination of Penn-Star’s rights and obligations in connection with the underlying
7 wrongful-death action styled *Efren Santos, et al. v. Alonso Hernandez, et al.*, Fresno
8 Superior Court of the County of Fresno case no. 14CECG02637.

9 2. Great West is a motor carrier liability insurer for Alonso Hernandez and A2A
10 Transportation, Inc., and is affording them a defense and indemnity, pursuant to the terms,
11 limitations and conditions of its policy No. MCP08767A, with respect to the underlying
12 *Santos* action.

13 3. Penn-Star has provided to Great West copies of the pleadings and service
14 papers in this declaratory-judgment lawsuit, and proposes to amend the complaint to name
15 Great West as a party defendant to this action.

16 4. Great West does not wish to be a party to this action, takes no position with
17 respect to Penn-Star’s contentions set forth in its complaint as filed herein on June 19,
18 2015, and does not oppose the granting of the relief sought by that complaint.

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5. Great West therefore stipulates that, in consideration of Penn-Star forbearing to add it as a party defendant to this action, it does not and will not oppose the granting of the declaratory relief sought in the original complaint herein as filed on June 19, 2015; and that it will be bound to the extent of such relief, if granted.

August 28, 2015

LOSSING & ELSTON

By: /s/ Lawrence G. Lossing
Lawrence G. Lossing
Attorneys for Great West
Casualty Company

August 31, 2015


NIELSEN, HALEY & ABBOTT LLP

By: /s/ Tung Khuu
Tung Khuu
Attorneys for plaintiff
Penn-Star Insurance Company

ORDER

IT IS SO ORDERED.

Dated: September 25, 2015



MORRISON C. ENGLAND, JR., CHIEF JUDGE
UNITED STATES DISTRICT COURT