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 2 Kenneth Perscheid (California Bar #120962)  
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8 Attorney for Plaintiff  
 9 **State Farm Life Insurance Company**

10 **UNITED STATES DISTRICT COURT**  
 11 **NORTHERN DISTRICT OF CALIFORNIA**

12 STATE FARM LIFE INSURANCE  
 13 COMPANY,  
 14 Plaintiff,  
 15 vs.  
 16 JESSIE INGRAM and GARY INGRAM,  
 17 Defendants.

18 Case No. CV11-03652 PSG  
 19 **STIPULATION AND ORDER**  
 20 **RE ENTRY OF JUDGMENT IN**  
 21 **INTERPLEADER**

22 IT IS HEREBY STIPULATED, by and among plaintiff State Farm Life Insurance  
 23 Company ("State Farm"), defendant Jessie Ingram and defendant Gary Ingram, that:

- 24 1. State Farm properly filed its Complaint in Interpleader herein, and this  
 25 is a proper cause for interpleader;
- 26 2. By reason of the death of Maryse Ingram on or about April 22, 2011,  
 27 the sum of \$250,000.00 became payable under State Farm's life insurance  
 28 policy number LF-1967-3485 (the "Policy");
3. On or about June 11, 2011, State Farm paid fifty percent of the policy  
 proceeds into the benefit management account of defendant Jessie Ingram.
4. Jessie Ingram and Gary Ingram each claim all or some portion of the  
 remaining insurance proceeds that are payable under the Policy, and no other  
 person or entity has made a claim to the remaining insurance proceeds;

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5. Having deposited the sum of \$126,181.33 (representing the remaining insurance proceeds plus interest) with the Clerk of this Court on July 26, 2011, State Farm and its agents be released, discharged and acquitted of and from any liability of any kind or nature whatsoever under the Policy;

6. State Farm be awarded the sum of \$6,600.00 for its reasonable attorneys' fees and costs incurred in connection with this action, and the Clerk of this Court be directed pay such amount, from and out of the funds deposited herein, by check made payable to "State Farm Life Insurance Company" and delivered via first class mail to State Farm's attorneys of record;

7. Jessie Ingram and Gary Ingram be compelled to interplead or settle between themselves their respective rights or claims to the remaining insurance proceeds;


8. Upon the execution of this stipulation, the Court may enter a Stipulated Judgment in Interpleader in the form attached hereto and marked as Exhibit A; and

9. This stipulation may be executed in any number of counterparts, each of which may be an original, but all of which shall constitute one and the same instrument.

IT IS SO STIPULATED.

**POHLS & ASSOCIATES**

DATED: SEPTEMBER 21, 2011

By:   
Robert R. Pohls  
Attorneys for Plaintiff  
**State Farm Life Insurance Company**

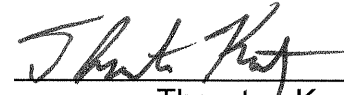
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IT IS SO STIPULATED.

COMSTOCK, THOMPSON, KONTZ & BRENNER

DATED: 9/16/, 2011

By:   
Thornton Kontz  
Attorneys for Defendant  
**Jessie Ingram**

IT IS SO STIPULATED.

DATED: \_\_\_\_\_, 2011

By: \_\_\_\_\_  
Jeffrey Bosshard  
Attorney for Defendant  
**Gary Ingram**

**ORDER**

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2011

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UNITED STATES MAGISTRATE JUDGE

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IT IS SO STIPULATED.

COMSTOCK, THOMPSON, KONTZ & BRENNER

DATED: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Thornton Kontz  
Attorneys for Defendant  
**Jessie Ingram**

IT IS SO STIPULATED.

DATED: August 14, 2011

By: 

Jeffrey Bosshard  
Attorney for Defendant  
**Gary Ingram**

ORDER

IT IS SO ORDERED.

DATED: October 17, 2011



UNITED STATES MAGISTRATE JUDGE