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IN THE THIRD JUDICIAL DISTRICT COURT

SALT LAKE COUNTY, STATE OF UTAH

PRIME PROPERTY & CASUALTY
INSURANCE COMPANY, INC.,

Plaintiff,

vs.

OLYMPIC TRANSPORT, LLC,

Defendant.

**FINAL JUDGMENT FOR
DECLARATORY RELIEF**

Case No.: 260900849

Judge: Robert Faust

The Court previously entered an Order of Declaratory Judgment on April 27, 2026. Accordingly, pursuant to Rule 58A of the Utah Rules of Civil Procedure, the Court hereby enters final declaratory judgment in favor of Prime and against Olympic Transport, LLC as follows:

1. Jurisdiction and venue are proper in this Court and county.
2. It is hereby Ordered, Adjudged, and Decreed:

a. There is no coverage under the Policy for claims arising out of the October 7, 2023 incident because Mr. Nikulin was an unscheduled driver.

b. There is further no coverage under the Policy because the October 7, 2023 incident was not timely reported to Prime.

c. Prime would only be obligated to indemnify Olympic Transport for claims arising out of the October 7, 2023 incident if Mr. Nikulin was engaged in Olympic Transport's interstate transportation under Sections 29 and 30 of the Motor Carrier Act of 1980.

d. If, at the time of the October 7, 2023 incident, Mr. Nikulin was engaged in Olympic Transport's interstate transportation under Sections 29 and 30 of the Motor Carrier Act of 1980, Prime's obligations would be limited to the requirements of the MCS-90 Endorsement.

e. As coverage is precluded under the Policy and Prime's obligations, at most, are limited by the MCS-90 Endorsement, Olympic Transport is obligated to reimburse and indemnify Prime for any and all amounts Prime pays in relation to claims arising out of the October 7, 2023 incident.

f. As coverage is precluded under the Policy and Prime's obligations, at most, are limited by the MCS-90 Endorsement, Dennis Kunista is obligated to reimburse and indemnify Prime for any and all amounts Prime pays in relation to claims arising out of the October 7, 2023 incident.

g. Olympic Transport is also obligated to reimburse Prime for all additional fees, costs and expenses, including reasonable attorney fees, incurred by Prime as a result of this declaratory judgment action and any other collection activity relating to claims arising out of the October 7, 2023 incident.

h. Dennis Kunista is also obligated to reimburse Prime for all additional fees, costs and expenses, including reasonable attorney fees, incurred by Prime as a result of this declaratory

judgment action and any other collection activity relating to claims arising out of the October 7, 2023 incident.

*****EXECUTED and ENTERED by the Court as indicated by the date and seal at the top of the first page.*****

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of April, 2026, a true and correct copy of the foregoing **FINAL JUDGMENT FOR DECLARATORY RELIEF** was served by the method indicated below, to the following:

Olympic Transport, LLC
111 Olympic Dr.
Nicholasville, KY 40356

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Email
☐ Facsimile
☐ CM/ECF

/s/ Heidi McEwen