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13 and Estate of Sam S. Lim, Deceased (only with respect to insurance
14 coverage allegedly issued by Fireman’s Fund Insurance Company)

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**

18 RYAN SCHAEFFER, *et al.*,) CASE NO. 3:13-CV-04358-JST
19 Plaintiffs,)
20 vs.) **STIPULATION AND ORDER TO**
21 GREGORY VILLAGE PARTNERS, L.P., *et*) **EXTEND TIME TO RESPOND TO**
22 *al.*,) **COMPLAINT**
23 Defendants.) **[Local Rule 6-1]**

24 **TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS**
25 **OF RECORD:**

26 Plaintiffs Ryan, Anne and Reese Schaeffer (collectively, the “Plaintiffs”), and defendants
27 the Estate of Kathleen N. Taylor, deceased (“Taylor Estate”) and the Estate of Sam S. Lim,
28 deceased (“Lim Estate”), through their respective attorneys, hereby stipulate as follows:

1 1) Plaintiffs filed this lawsuit on or about June 1, 2011 in the Contra Costa County
2 Superior Court. The matter was removed to this Court on or about September 19, 2013.

3 2) Zurich American Insurance Company (“Zurich”) was served with a summons and
4 the fourth amended complaint (“Complaint”) on March 10, 2014 pursuant to California Probate
5 Code § 550, *et seq.* on behalf of Floyd G. Taylor (“Mr. Taylor”), the Taylor Estate, and the Lim
6 Estate.

7 3) Fireman’s Fund Insurance Company (“Fireman’s Fund) was also served with a
8 summons and the Complaint on March 10, 2014 pursuant to California Probate Code § 550, *et*
9 *seq.* on behalf of Mr. Taylor, the Taylor Estate, and the Lim Estate.

10 4) In order to provide Zurich and Fireman’s Fund with sufficient time to prepare
11 responses to the Complaint on behalf of the Taylor Estate and the Lim Estate, Plaintiffs have
12 agreed to provide Zurich and Fireman’s Fund until May 9, 2014 to file responses to the
13 Complaint on behalf of the Estates.

14 5) Counsel for Plaintiffs represents that although Mr. Taylor was living at the time
15 this lawsuit was filed, he has since died, and that the summonses served on Zurich and Fireman’s
16 Fund with respect to Mr. Taylor actually should have referred to the “Estate of Floyd G. Taylor,
17 Deceased.” In light of these representations, Plaintiffs, Zurich, and Fireman’s Fund stipulate that
18 all references in the Fourth Amended Complaint to “Floyd G. Taylor” as a defendant in this
19 action shall be replaced by references to “Estate of Floyd G. Taylor, Deceased.” Based on the
20 foregoing representations by counsel for Plaintiffs and the parties’ stipulation, the parties also
21 agree that (a) Zurich and Fireman’s Fund shall have until May 9, 2014 to file responses to the
22 Complaint on behalf of the Estate of Floyd G. Taylor, Deceased and (b) Plaintiffs shall not
23 attempt to take a default judgment against Mr. Taylor. It is agreed among the stipulating parties
24 that the stipulation in this paragraph shall not limit Plaintiffs’ ability to add a personal
25 representative or successor in interest for the Estate of Floyd G. Taylor.

26 6) Thus, Plaintiffs, Zurich, and Fireman’s hereby stipulate and agree that Zurich and
27 Fireman’s Fund shall have until May 9, 2014 to file responses to the Complaint on behalf of the
28 Taylor Estate, the Estate of Floyd G. Taylor, and the Lim Estate.

1 7) The parties agree that by entering into this stipulation, the Taylor Estate, the
2 Estate of Floyd G. Taylor, and the Lim Estate do not waive any affirmative or other defenses in
3 this matter, including without limitation the right to assert insufficiency of service of process,
4 lack of personal jurisdiction, lack of subject matter jurisdiction, or the right to challenge the use
5 of Probate Code § 550, *et seq.* in federal court generally or specifically as to any of the
6 defendants.

7 **STIPULATED AND AGREED:**

8 Dated: April 10, 2014 GORDON & REES LLP

9
10 By /s/ Laura G. Ryan
11 STEVEN B. BITTER
12 LAURA G. RYAN
13 Attorneys for Defendants Estate of Kathleen N.
14 Taylor, Deceased and Estate of Sam S. Lim,
15 Deceased (only with respect to insurance coverage
16 allegedly issued by Zurich American Insurance
17 Company)

18 Dated: April 10, 2014 CROWELL & MORING LLP

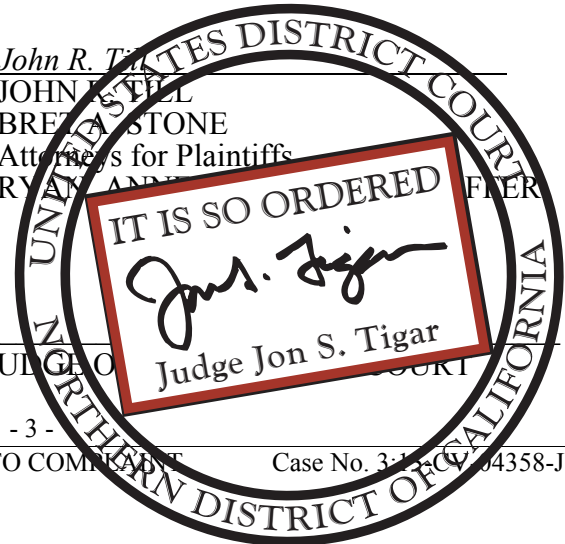
19 By /s/ Mark D. Plevin
20 MARK D. PLEVIN
21 BRENDAN V. MULLAN
22 Attorneys for Defendants Estate of Kathleen N.
23 Taylor, Deceased and Estate of Sam S. Lim,
24 Deceased (only with respect to insurance coverage
25 allegedly issued by Fireman's Fund Insurance
26 Company)

27 Dated: April 10, 2014 PALADIN LAW GROUP LLP

28 By /s/ John R. Tigar
JOHN R. TIGAR
BRENDAN V. STONE
Attorneys for Plaintiffs
RYAN ANDERSON

IT IS SO ORDERED.

April 11, 2014



JUDGE OF THE COURT