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

12
13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

16 RYAN SCHAEFFER, *et al.*,) CASE NO. 3:13-CV-04358-JST
17)
Plaintifs,)
18) **SECOND STIPULATION AND ORDER**
vs.) **TO EXTEND TIME TO RESPOND TO**
19) **COMPLAINT**
GREGORY VILLAGE PARTNERS, L.P., *et*) **[Local Rule 6-1]**
20 *al.*,)
21 Defendants.)
22

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

24 Plaintiffs Ryan, Anne, and Reese Schaeffer (collectively, the “Plaintiffs”), and defendants
25 the Estate of Kathleen N. Taylor, Deceased, the Estate of Floyd G. Taylor, Deceased, and the
26 Estate of Sam S. Lim, Deceased (only with respect to insurance coverage allegedly issued by
27 Fireman’s Fund Insurance Company (collectively, the “Estates”), through their respective
28

1 attorneys, hereby stipulate as follows:

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

4 2. Pursuant to California Probate Code § 550, *et seq.*, on March 10, 2014 Plaintiffs
5 served Fireman's Fund Insurance Company ("Fireman's Fund") with a summons and the
6 operative complaint on behalf of the Estates.

7 3. Plaintiffs and Fireman's Fund previously stipulated that Fireman's Fund's
8 response to the operative complaint is due on May 9, 2014. The Court approved that stipulation
9 on April 11, 2014 (*see* Dkt. No. 75).

10 4. Fireman's Fund has advised Plaintiffs that it believes it did not issue any
11 insurance policies that could provide coverage for any of the Estates in this case. Fireman's
12 Fund has provided the Plaintiffs with a letter to that effect and documents that Fireman's Fund
13 contends support that belief. Based on this, Fireman's Fund has asked Plaintiffs to withdraw the
14 summons previously served on Fireman's Fund in this case.

15 5. Fireman's Fund has also served Plaintiffs, on April 9, 2014, with interrogatories
16 and requests for production of all documents supporting any contention by Plaintiffs that
17 Fireman's Fund issued any insurance policies that could provide coverage for any of the Estates
18 in this case. Plaintiffs' responses to Document Request Nos. 1-12 is due on May 26, 2014.
19 Plaintiffs' responses to Document Request No. 13 and the interrogatories are due June 16, 2014.

20 6. Fireman's Fund and Plaintiffs are currently engaged in meet-and-confer
21 discussions regarding Fireman's Fund's request that Plaintiffs withdraw their summons to
22 Fireman's Fund and Plaintiffs' basis, if any, for contending that Fireman's Fund issued any
23 insurance policies that could provide coverage for any of the Estates in this case. The parties
24 require additional time to complete those meet-and-confer discussions, and agree that a further
25 extension of Fireman's Fund's time to respond to the operative complaint is appropriate while
26 those meet-and-confer discussions continue.

27 7. Accordingly, Plaintiffs and Fireman's Fund hereby stipulate and agree that
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1 Fireman's Fund shall have until June 2, 2014 to file responses to the Complaint on behalf of the
2 Estates, unless Plaintiffs have withdrawn their summons to Fireman's Fund for the Estates before
3 that date.

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

9 **STIPULATED AND AGREED:**

10 Dated: May 7, 2014

CROWELL & MORING LLP

11 By /s/ Mark D. Plevin

12 MARK D. PLEVIN

13 BRENDAN V. MULLAN

14 Attorneys for Defendants Estate of Kathleen N.
15 Taylor, Deceased, Estate of Floyd G. Taylor,
16 Deceased, and Estate of Sam S. Lim, Deceased
(only with respect to insurance coverage allegedly
17 issued by Fireman's Fund Insurance Company)

18 Dated: May 7, 2014

PALADIN LAW GROUP LLP

19 By /s/ John R. Till

20 JOHN R. TILL

KIRK M. TRACY

21 Attorneys for Plaintiffs RYAN, ANNE and
22 REESE SCHWARTZ

23 **IT IS SO ORDERED.**

24 Dated: May 8, 2014

