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 ILLINOIS UNION INSURANCE COMPANY

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 10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 SAN FRANCISCO DIVISION

13 ILLINOIS UNION INSURANCE
 14 COMPANY, an Illinois corporation

15 Plaintiff,

16 v.

17 INTUITIVE SURGICAL, INC., a
 18 Delaware corporation,

19 Defendant.

Case No.: 3:13-cv-04863-JST

20 **STIPULATION AND ~~PROPOSED~~ ORDER**
 21 **TO PERMIT FILING OF CROSS-**
 22 **COMPLAINT TO IMPEAD IRONSHORE**
 23 **SPECIALTY INSURANCE COMPANY**

24 NAVIGATORS SPECIALTY
 25 INSURANCE COMPANY, a Delaware
 26 corporation

27 Plaintiff,

28 v.

INTUITIVE SURGICAL, INC., a
 Delaware corporation,

Defendant.

Case No.: 3:13-cv-005801-JST

Judge: Honorable J. Tigar

1 WHEREAS, the above-captioned actions address the scope of products liability coverage, if
2 any, available to Intuitive Surgical, Inc. ("Intuitive") for the policy year March 1, 2013 to March 1,
3 2014;

4 WHEREAS, Intuitive's products liability policy for the preceding year, March 1, 2012 to
5 March 1, 2013, was issued by Ironshore Specialty Insurance Company ("Ironshore");

6 WHEREAS, Intuitive notes that it is in a dispute with Ironshore over whether claims tolled
7 during the Ironshore policy period are covered under that policy;

8 WHEREAS, Intuitive notes that it intends to file suit against Ironshore and submits the
9 attached proposed cross-complaint (the "Cross-Complaint") for the Court's consideration;

10 WHEREAS, Intuitive further notes that Intuitive now seeks to implead Ironshore into the
11 instant litigation because the same third party claims that Plaintiffs Illinois Union Insurance
12 Company ("Illinois Union") and Navigators Specialty Insurance Company ("Navigators," and
13 together with Illinois Union, "Plaintiffs") assert should have been disclosed in Intuitive's
14 applications for product liability insurance for the 2013-2014 policy year are also the subject of
15 Intuitive's coverage dispute with Ironshore;

16 WHEREAS, Intuitive further notes that this overlap of operative facts creates a risk of
17 inconsistent verdicts if the cases are tried separately; that many of the same witnesses will need to
18 be deposed in connection with the Ironshore action as in the instant litigation; and that significant
19 efficiencies will thus be realized if the cases proceed jointly;

20 WHEREAS, Plaintiffs do not object to Intuitive's impleading of Ironshore into the present
21 case in the interest of avoiding duplicative and wasteful discovery;

22 WHEREAS, Navigators has agreed to the concurrent filing of its statement of non-
23 opposition to this Stipulation;

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1 WHEREFORE, the parties herein stipulate as follows:

2 1. Upon entry of the Court's Order approving the terms of this stipulation, Intuitive will
3 promptly file and serve the Cross-Complaint.

4 2. Once Ironshore has been served, Intuitive and Illinois Union request that the Court
5 set a status conference to discuss setting a revised case schedule.

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7 Dated: March 2, 2015

/s/ Charles E. Wheeler
Thomas M. Jones
Charles E. Wheeler
Amanda M. Lorenz
COZEN O'CONNOR
Attorneys for Plaintiff
ILLINOIS UNION INSURANCE
COMPANY

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12 Dated: March 2, 2015

/s/ Raoul Kennedy
Allen Ruby
Raoul Kennedy
Thomas Haroldson
Sheryl Leung

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP
Attorneys for Defendant
INTUITIVE SURGICAL, INC.

18 PURSUANT TO STIPULATION, IT IS SO ORDERED.

19 Dated: March 3, 2015

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By: _____



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