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 5 Attorneys for Defendant  
 Ronald J. Haas

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 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

11 PROBUILDERS SPECIALTY INSURANCE COMPANY, RRG, a District 12 of Columbia, Risk Retention Group,  13 Plaintiff,  14 vs.  15 VALLEY CORP., B., a California Corporation formerly known as R.J. HAAS CORP.; RONALD J. HAAS, an individual; 16 TY LEVINE, an individual; and KAREN LEVINE, an individual,  17 Defendants.  18 19 AND RELATED COUNTERCLAIMS <hr/>	) CASE NO.: CV10-05533-EJD ) ) STIPULATION AND [PROPOSED] ) ORDER FOR LEAVE TO FILE THIRD ) PARTY COMPLAINT
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20  
 21 **STIPULATION**

22 Plaintiff ProBuilders Specialty Insurance Company ("ProBuilders"), and defendants  
 23 Ronald J. Haas ("Haas"), Ty Levine and Karen Levine (collectively the "Levines") stipulate as  
 24 follows:  
 25 WHEREAS, in the course of investigating this matter counsel for Haas has identified  
 26 what he believes are reasonable grounds for claims in this matter against a third party defendant,  
 27 Certain Underwriters at Lloyds of London (hereinafter "Lloyds").  
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Greenan,  
 Peffer,  
 Sallander &  
 Lally LLP

1           WHEREAS, these claims against Lloyds seek damages for breach of the duty to defend  
2 and indemnify Haas in *Levine v. R.J. Haas Corp.*, Santa Clara County Superior Court Case No.  
3 07-CV081016. These claims are substantially similar to the claims Haas has asserted against  
4 ProBuilders, and by these claims Haas will seek substantially the same damages from Lloyds  
5 that Haas seeks from ProBuilders.

6           WHEREAS, it is in the interest of the Court and Haas to litigate the claims more  
7 efficiently in this action, in which Haas is asserting substantially similar claims against  
8 ProBuilders.

9           WHEREAS, an Order that ProBuilders and Lloyds breached duties to Haas may create  
10 claims between ProBuilders and Lloyds for equitable contribution, which could also be most  
11 efficiently litigated in one action.

12           WHEREAS, a Third Party Complaint filed against Lloyds will require some additional  
13 time for Lloyds to respond to the complaint and conduct discovery.

14           THEREFORE, ProBuilders, Haas and the Levines stipulate that Haas has leave to file the  
15 Third Party Complaint attached as Exhibit A to this Stipulation and [Proposed] Order within 5  
16 days of filing of the Order of the Court.

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ProBuilders, Haas, the Levines further stipulate that the deadlines for discovery, expert witness discovery, motions and the Pretrial Conference shall be continued as follows:

Expert Disclosure	March 12, 2012
Rebuttal Expert Disclosure	March 26, 2012
Last Day for Hearing on Objection to Expert Disclosure	April 30, 2012
Close of discovery	April 20, 2012
Pretrial Conference	As scheduled by the Court
Last day to file Joint Pretrial Conference Statement	As scheduled by the Court

Dated: September 8, 2011

**GREENAN, PEPPER, SALLANDER & LALLY LLP**

By: Chip Cox  
Chip Cox  
Counsel for Defendant and Counterclaimant  
Ronald J. Haas

Dated: September 2, 2011

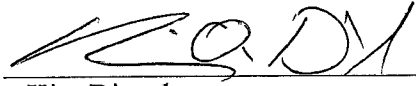
**YARON & ASSOCIATES**

By: James I. Silverstein  
James I. Silverstein  
Counsel for Plaintiff and Counterclaim  
defendant ProBuilders Specialty  
Insurance Company

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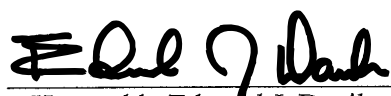
1 Dated: September 9, 2011

**HINES SMITH CARDER DINCEL**

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3  
4 By:   
5 Kim Dincel  
6 Counsel for Defendant and Counterclaimant Ty  
7 Levine and Karen Levine  
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10 PURSUANT TO STIPULATION IT IS SO ORDERED

11 Dated: September 14, 2011

12   
13 Honorable Edward J. Davila  
14 United States District Judge  
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**Exhibit 'A'**

1 Chip Cox (SBN159681)  
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4 Attorneys for Defendant  
5 Ronald J. Haas

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7  
8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10  
11 PROBUILDERS SPECIALTY )  
INSURANCE COMPANY, RRG, a District )  
12 of Columbia, Risk Retention Group, )

**CASE NO.: CV10-05533-JW**  
**RONALD J. HAAS'**  
**THIRD PARTY COMPLAINT**

13 Plaintiff,  
14 vs.

15 VALLEY CORP., B., a California )  
Corporation formerly known as R.J. HAAS )  
16 CORP.; RONALD J. HAAS, an individual; )  
TY LEVINE, an individual; and KAREN )  
17 LEVINE, an individual, )

18 Defendants.

19 RONALD J. HAAS, an individual,

20 Third Party Plaintiff

21 v.

22 CERTAIN UNDERWRITERS AT LLOYDS )  
OF LONDON, an underwriting syndicate, )

23 Third Party Defendant

24  
25 AND RELATED COUNTERCLAIMS )  
26  
27  
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1 Defendant, Counterclaimant and Third Party Plaintiff Ronald J. Haas alleges as follows:

2 **PARTIES**

3 1. Defendant, Counterclaimant and Third Party Plaintiff Ronald J. Haas (“Haas”) is  
4 an individual residing in the State of California.

5 2. Third Party defendant Certain Underwriters at Lloyds of London are identified as  
6 Syndicate 2020 in Lloyds Policy No. WUG-000393-2 (hereinafter “Lloyds”). Haas is informed  
7 and believes and on that basis alleges that Lloyds is an underwriting syndicate composed of  
8 specific, identified individuals who have agreed to and are bound by any decisions against  
9 Syndicate 2020 regarding coverage under the Lloyds Policy issued to R.J. Haas Corporation.

10 **JURISDICTION**

11 3. This Court has Supplemental Jurisdiction over this matter under 28 U.S.C.  
12 § 1367 (b).

13 **FACTS**

14 4. Certain Underwriters at Lloyds of London identified as Syndicate 2020 issued  
15 Policy No. WUG-000393-2 to R.J. Haas Corp. effective August 29, 2005 to August 29, 2006  
16 (hereinafter the “Lloyds Policy”).

17 5. At all times relevant to this Third Party Complaint Ronald J. Haas was the  
18 President and owner of R.J. Haas Corp., and an insured under the Lloyds Policy.

19 6. The Lloyds Policy provided coverage to R.J. Haas Corp. and Ron Haas for bodily  
20 injury or property damage, during the policy period, caused by an occurrence.

21 7. The Lloyds Policy also obligated Lloyds to defend Ron Haas against any suit  
22 seeking damages to which the Lloyds Policy applied.

23 8. A construction defect lawsuit case captioned *Levine v. R.J. Haas Corp.*, Santa  
24 Clara County Superior Court, Case No. 07-CV081016, regarding the construction of a single-  
25 family residence in Saratoga, California was brought against R.J. Has Corp. and Ron Haas.  
26 *Levine* alleged construction defects and property damage to the home arising out of work done  
27 by R.J. Haas Corp., and asserted R.J. Haas Corp. and Ron Haas were liable for those damages.

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WHEREFORE, defendant and counterclaimant Ron Haas prays for judgment against Lloyds as follows:

1. For compensatory damages in an amount to be proven at trial;
2. For costs of suit incurred herein; and
3. For such other and further relief as the Court may deem just and proper.

Dated: September \_\_, 2011

**GREENAN, PEPPER, SALLANDER & LALLY LLP**

By: \_\_\_\_\_  
Chip Cox  
Attorneys for RON HAAS