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6 Attorneys for PLAINTIFFS  
 7 Peter E. Pulis, Surviving Trustee of the Peter E. Pulis and Grayce H. Yamamoto 1989 Trusts dated  
 8 September 14, 1989; Gregory Cohn, Jennifer Cohn, Giuseppe Fazio, Bruna Fazio, Francesca I.  
 Fazio-O’Kane, Mara C. Fazio

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

12	PETER E. PULIS, Surviving Trustee of the )	Case No.: C 08-4138 VRW
13	Peter E. Pulis and Grayce H. Yamamoto 1989 )	
14	Trusts dated September 14, 1989, GREGORY )	
15	COHN, JENNIFER COHN, GIUSEPPE )	<b>STIPULATION AND [PROPOSED]</b>
16	FAZIO, BRUNA FAZIO, FRANCESCA I. )	<b>ORDER SUBSTITUTING PARTY</b>
17	FAZIO-O’KANE, MARA C. FAZIO )	
18	)	
19	Plaintiffs, )	
20	)	
21	vs. )	
22	)	
23	GOODYEAR TIRE & RUBBER COMPANY )	
24	and DOES 1-30 inclusive. )	
25	)	
26	Defendants. )	
27	)	
28	)	

22 The parties, by and through their respective counsel of record, hereby stipulate and agree as  
 23 follows:

24 1. Plaintiff Peter E. Pulis, as the Surviving Trustee of the Peter E. Pulis and Grayce H.  
 25 Yamamoto 1989 Trust dated September 14, 1989 (“Trust”) is no longer a party to this action by  
 26 reason of: Transfer of Interest.

27 2. Plaintiff Peter E. Pulis, as surviving trustee of the Trust and in his individual  
 28

1 capacity, acknowledges that on account of the transfer of interest referenced in Paragraph 1 that  
2 neither he nor the Trust has and shall not assert any right to any recovery on the claims alleged in  
3 the action.

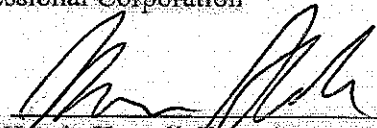
4 3. The remaining and existing plaintiffs, Gregory Cohn, Jennifer Cohn, Giuseppe  
5 Fazio, Bruna Fazio, Francesca I. Fazio-O'Kane, and Mara C. Fazio, are substituted as a party to  
6 this action in place of the party identified in paragraph (1).

7 4. Any change in the identify of Plaintiffs shall not be deemed to create any obligation  
8 on the part of defendant, The Goodyear Tire & Rubber Company, to amend its previously-filed  
9 answer to the First Amended Complaint.

10 5. All parties to this action hereby acknowledge actual notice of this stipulation and  
11 continue to be subject to the jurisdiction of this court in this action.

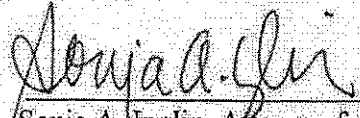
12  
13 Dated: March 4, 2009

LAW OFFICES OF DAVID G. FINKELSTEIN  
A Professional Corporation

14  
15 By:   
16 Kamin Kamali, Esq., Attorney for Plaintiffs


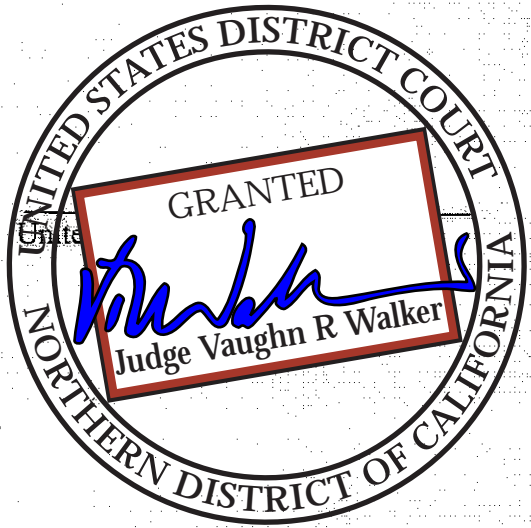
17  
18 Dated: March 4, 2009

BAKER & HOSTETLER, LLP

19  
20 By:   
21 Sonja A. Inglin, Attorney for  
22 Defendant The Goodyear Tire & Rubber  
23 Company

24 Pursuant to the Stipulation, IT IS SO ORDERED

25  
26 April 28, 2009  
27 Dated: ~~March~~ \_\_\_\_\_, 2009

28  
By:   
  
GRANTED  
Judge Vaughn R Walker