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 7 THE GOODYEAR TIRE & RUBBER
 8 COMPANY

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11
 12 PETER E. PULIS, Surviving Trustee
 13 of the Peter E. Pulis and Grayce H.
 14 Yamamoto 1989 Trusts dated
 15 September 14, 1989, GREGORY
 COHN, JENNIFER COHN,
 GIUSEPPE FAZIO, BRUNA
 FAZIO, FRANCESCA I. FAZIO-
 O'KANE, MARA C. FAZIO,

16 Plaintiffs,

17 v.

18 GOODYEAR TIRE & RUBBER
 19 COMPANY, AND DOES 1-30
 20 inclusive,

21 Defendant.

Case No. C 08-04138 CW

**STIPULATION FOR
 CONTINUANCE OF CASE
 MANAGEMENT CONFERENCE
 AND ORDER THEREON**

Date: April 17, 2013

Time: 2:00 p.m.

Ctrl: 2

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 23 This stipulation is entered into by Plaintiffs Gregory Cohn, Jennifer Cohn,
 24 Giuseppe Fazio, Bruna Fazio, Francesca I. Fazio-O'Kane, Mara C. Fazio
 25 ("Plaintiffs") and Defendant The Goodyear Tire & Rubber Company ("Goodyear,"
 26 and collectively with Plaintiffs, "the Parties"), by and through their attorneys of
 27 record. The Parties request a continuance of the Case Management Conference,
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1 now scheduled for January 16, 2013 to April 17, 2013 or a date thereafter that is
2 available on the Court's calendar.

3 This case involves claims related to the environmental investigation and
4 clean-up of commercial property in San Carlos, California that Plaintiffs own and
5 that Goodyear formerly leased ("the Property"). In its Case Management
6 Scheduling Order for Reassigned Civil Case dated October 18, 2010
7 (Document 34), the Court ordered that a Case Management Conference be held on
8 December 7, 2010. The Parties, by stipulation, have subsequently requested (and
9 the Court has granted) requests to continue the Case Management Conference,
10 pending the completion of work at the Property under the direction of the County of
11 San Mateo Health System, Environmental Health ("County").¹ The County
12 recently notified the Parties that it does not intend to require any additional work at
13 the Property be performed. The Parties are currently in discussions regarding the
14 County's proposed closure with respect to the Property and the possible resolution
15 of this action. The Parties request a further continuance of the Case Management
16 Conference for approximately 90 days to allow them to conclude those discussions.

17 The basis for the prior requests and the current request to further continue the
18 Case Management Conference is as follows:

- 19 1. At a Case Management Conference on January 29, 2009, Judge
20 Walker ordered the Parties to participate in mediation (Document 15),
21 which they did (Document 21);
- 22 2. Following the initial mediation session, the Parties entered into an
23 interim agreement providing, among other things, that Goodyear
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26 ¹ See Documents 36 and 37 (continuance to February 1, 2011), Documents 38 and
27 29 (continuance to April 26, 2011), Documents 40 and 41 (continuance to
28 August 23, 2011), Documents 42 and 43 (continuance to November 15, 2011),
Documents 44 and 45 (continuance to April 4, 2012), Documents 46 and 47
(continuance to October 3, 2012), and Documents 48 and 49 (continuance to
January 16, 2012).

1 would undertake further investigative work at the Property and submit
2 the report of its findings to the County;

- 3 3. The Parties agreed to meet and confer within fifteen (15) days
4 following the County's response to the report to discuss scheduling a
5 further mediation session and/or to identify whether additional work
6 was needed prior to having further productive settlement discussions;
- 7 4. The initial phase of work contemplated by the interim agreement was
8 conducted in June, 2010 and a report regarding the work was
9 submitted to the County in September, 2010, but the County did not
10 respond until April 2011, when it issued a letter dated April 7, 2011
11 ("County Letter") directing that additional work be performed at the
12 Property, including conducting four quarters of groundwater
13 monitoring and the submission of an additional report by August 31,
14 2011;
- 15 5. The Parties, pursuant to the meet and confer process contemplated by
16 the interim agreement, agreed to extend the interim agreement with
17 respect to work required by the County Letter and contemplate
18 engaging in further settlement efforts once certain of the work required
19 by the County Letter has been performed;
- 20 6. In connection with the extension of the interim agreement,
21 (a) Goodyear agreed to perform the groundwater monitoring required
22 by the County Letter (and has subsequently conducted quarterly
23 groundwater monitoring events); and (b) Goodyear's consultant made
24 the August 31, 2011 submission required by the County Letter (a Site
25 Conceptual Model);
- 26 7. In response to the August 31, 2011 submission, the County directed
27 that a closure report be submitted by June 1, 2012, following
28 completion of the second quarter 2012 round of groundwater

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monitoring. The closure report was submitted in June 2012, and in November 2012, the County issued a letter notifying Plaintiffs of its intent to close the investigation of the Property, based on the closure report;

8. There are ongoing discussions taking place between the Parties regarding the County's response to the closure report and the possible resolution of this action; and

9. The Parties believe it would be in their best interests and in the interest of judicial economy to defer the Case Management Conference pending their ongoing discussions regarding the County's actions and the resolution of this action.

For the reasons set forth above, the Parties request that the Court continue the Case Management Conference to April 17, 2013 or such date thereafter that is available on the Court's calendar.

Dated: January 8, 2013

ROGERS JOSEPH O'DONNELL

By: /s/ Robert C. Goodman
ROBERT C. GOODMAN
Attorneys for Plaintiffs

Dated: January 8, 2013

BAKER & HOSTETLER LLP

By: /s/ Sonja A. Inglin
SONJA A. INGLIN
Attorneys for Defendant
THE GOODYEAR TIRE & RUBBER
COMPANY

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ORDER

Based on the foregoing stipulation, the Case Management Conference set for **January 16, 2013** is continued to April 17, 2013, at 2:00 p.m. **The case management conference will not be continued again, absent compelling circumstances.**

Dated: January 14, 2013



United States District Court Judge

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