

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE THE GOODYEAR TIRE & RUBBER
COMPANY ERISA LITIGATION**

**Case No. 5:03CV02182
JUDGE JOHN R. ADAMS**

ORDER AND FINAL JUDGMENT

And now this 22nd day of October, 2008

(a) Upon consideration of all documents filed in support of (i) Plaintiffs' Motion for Final Approval of Proposed Settlement, Certification of Settlement Class, Approval of Plan of Allocation and Entry of Order and Final Judgment ("Final Approval Motion"); and (ii) Class Counsel's Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Compensation to Class Representatives and Compliance with Notice Plan ("Compensation Motion") (collectively, the "Motions"), and the one objection filed to granting the Final Approval Motion;

(b) The Court having entered on December 12, 2007, an Order Granting Preliminary Approval of Settlement, Conditional Certification of Settlement Class, Approving Form and Method of Notice and Setting a Date and Time for Fairness Hearing ("Preliminary Approval Order");

(c) The Court having received declarations attesting to the mailing of the Class Notice and the publication of the Summary Notice, as well as the publication of the Class Notice and the Compensation Motion on the website designated in the Class Notice in accordance with the Preliminary Approval Order;

(d) The Court having been advised that Fiduciary Counselors Inc., the Independent Settlement Fiduciary retained by Goodyear to approve the Settlement on behalf of the Plan, and that such fiduciary has (i) authorized the Settlement in accordance with Prohibited Transaction Class Exemption 2003-39, and/or found that the Settlement does not constitute a prohibited transaction under ERISA § 406(a); and (ii) approved the Settlement and given the release for and on behalf of the Plan as provided for in the Settlement Agreement; and

(e) A hearing having been held before this Court on October 16, 2008 (the “Final Approval Hearing”) (i) to determine whether to grant the Final Approval Motion; (ii) to determine whether to enter the proposed Plan of Allocation; (iii) to determine whether to grant the Compensation Motion; and (iv) to rule upon such other matters as the Court might deem appropriate,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Class Action Settlement Agreement, as amended May 22, 2008, a true and correct copy of which is attached hereto as Exhibit 1.

2. The Court has jurisdiction over the subject matter of this Action, including all members of the Settlement Class and all Defendants pursuant to 29 U.S.C. § 1132(e).

3. The Court hereby approves and confirms the Settlement embodied in the Settlement Agreement as being a fair, reasonable, and adequate settlement and compromise of this Action, adopts the Settlement Agreement as its judgment, and orders that the Settlement Agreement shall be herewith effective, binding, and enforced according to its terms and conditions.

4. The Court determines that the Settlement Agreement was negotiated vigorously, in good faith, and at arm’s length, by Lead Plaintiffs and Class Counsel on behalf of the Plan and

the Settlement Class members. The Court is aware that the Settlement was reached after an intensive mediation session presided over by a former federal judge. The Court finds that the Lead Plaintiffs have acted independently and that their interests are identical to the interests of the Plan and the Settlement Class members. The Court further finds that the Settlement arises from a genuine controversy between the Parties and is not the result of collusion, nor was the Settlement procured by fraud or misrepresentation.

5. The Court finds that the Plan's participation in the Settlement is on terms no less favorable than Lead Plaintiffs and the Settlement Class and that the Plan does not have any additional claims above and beyond those asserted by Lead Plaintiffs that are released as a result of the Settlement. The Court finds further that Goodyear engaged an Independent Settlement Fiduciary to review the Settlement, and that such fiduciary has (i) authorized the Settlement in accordance with Prohibited Transaction Class Exemption 2003-39, and found that the Settlement does not constitute a prohibited transaction under ERISA § 406(a); and (ii) approved the Settlement and given the release for and on behalf of the Plan as provided for in the Settlement Agreement. *See Revised Report of the Independent Fiduciary for the Proposed Settlement in the Goodyear Tire & Rubber Company ERISA Litigation*, dated October 14, 2008, submitted as Exhibit A to Plaintiffs' Notice of Filing Revised Report of the Independent Fiduciary in Support of Plaintiffs' Motion for Final Approval of Proposed Settlement, Certification of Settlement Class, Approval of Plan of Allocation and Entry of Order and Final Judgment (Docket No. 193).

6. The Court determines that the Settlement is not part of an agreement, arrangement or understanding designed to benefit a party in interest, but rather is designed and intended to benefit the Plan, Plan Participants, and Beneficiaries.

7. The Court determines that the negotiation and consummation of the Settlement by Lead Plaintiffs on behalf of the Plan and the Settlement Class do not constitute “prohibited transactions” as defined by ERISA §§ 406(a) or (b), 29 U.S.C. §§ 1106(a) or (b). Further, the Court finds that, to the extent any of the transactions required by the Settlement constitute a transaction prohibited by ERISA § 406(a), 29 U.S.C. §§ 1106(a), such transactions satisfy the provisions of Prohibited Transaction Exemption 2003-39. 68 Fed. Reg. 75632 (2003).

8. In accordance with Federal Rule of Civil Procedure 23 and the requirements of due process, the Court finds that the Settlement Class has been given proper and adequate notice of: the Settlement Agreement, the Fairness Hearing, the Compensation Motion and the proposed Plan of Allocation; such notice having been carried out in accordance with the Preliminary Approval Order. The Class Notice, Summary Notice and notice plan implemented pursuant to the Settlement Agreement, the Preliminary Approval Order and the Court’s Order Granting Approval of Revised Notice Plan and Time for Fairness Hearing (Docket No. 186) (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement and their right to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and other applicable law.

9. The Court finds that the Settlement Agreement in this action warrants final approval pursuant to Federal Rule of Civil Procedure 23(e)(1)(A) and (C) because it is fair, adequate, and reasonable to those it affects and in the public interest based upon (a) the likelihood of success on the merits weighed against the amount and form of relief offered in the

Settlement; (b) the risks, expense, and delay of further litigation; (c) the judgment of experienced counsel who have competently evaluated the strength of their proofs; (d) the amount of discovery completed and the character of the evidence uncovered; (e) the fairness of the Settlement to the unnamed Settlement Class members; (f) the lack of objections raised by Settlement Class members and the Independent Settlement Fiduciary identified in the Settlement Agreement; (g) the fact that the Settlement is the product of arm's length negotiations as opposed to collusive bargaining; and (h) the fact that this Settlement is consistent with the public interest. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 522 (E.D. Mich. 2003) (citing *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992); *Williams v. Vukovich*, 720 F.2d 909 (6th Cir. 1983)).

10. The Court hereby approves the maintenance of this Action as a mandatory non-opt-out class action pursuant to Fed. R. Civ. P. 23(a) and 23(b)(1). The Settlement Class consists of the following individuals:

All persons who were participants in or beneficiaries of The Goodyear Tire & Rubber Company Employee Savings Plan for Salaried Employees or The Goodyear Tire & Rubber Company Employee Savings Plan for Bargaining Unit Employees (collectively the "Plan" as defined in the Settlement Agreement) at any time between January 1, 1998 and December 12, 2007 and whose accounts included investments in Goodyear stock excluding any Defendants or their immediate family members.

11. The Court finds that such a class meets the prerequisites for a class action under Fed. R. Civ. P. 23 in that:

a. The Settlement Class, consisting of approximately forty thousand members, is so numerous that joinder all of its members would be impracticable;

b. There are questions of fact and law common to the Settlement Class, including whether the Defendants breached their fiduciary duties with respect to investments in the

Goodyear Stock Fund; whether Defendants breached their fiduciary duties by failing to provide complete and accurate information to participants; and whether the Plan suffered losses;

c. The Lead Plaintiffs, George W. Loomis, Richard A. Lindstrom, Joseph Prather, Sharese Prather, and Johnny T. Dyer, are members of the Settlement Class, and their claims are typical of the claims of the Settlement Class;

d. The Lead Plaintiffs are suitable for appointment as representatives of the Settlement Class and have and will fairly and adequately protect the interests of the Settlement Class in that (i) the interests of Lead Plaintiffs and the nature of their alleged claims are consistent with those of the members of the Settlement Class; (ii) there appear to be no conflicts between or among the Lead Plaintiffs and the Settlement Class; and (iii) the Lead Plaintiffs have retained qualified, reputable counsel who are experienced in preparing and prosecuting large, complicated ERISA class actions;

e. The prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications as to individual Settlement Class members, that would establish incompatible standards of conduct for the parties opposing the claims asserted in the Action;

f. The prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications as to individual Settlement Class members that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede those persons' ability to protect their interests;

h. The definition of the Settlement Class is sufficiently precise and proper notice was provided to the Settlement Class; and

i. Class Counsel is appropriately qualified and suitable for appointment to represent the Settlement Class, in that Class Counsel has done extensive work identifying and investigating potential claims in the Action, and has vigorously and ably represented the interests of the Settlement Class throughout this litigation; Class Counsel is experienced in handling class actions, other complex litigation and claims of the type asserted in the Action; Class Counsel is knowledgeable of the applicable law; and Class Counsel has committed the necessary resources to represent the Settlement Class pursuant to Fed. R. Civ. P. 23(a)(4) and 23(g).

12. One member of the Settlement Class filed an objection to the Settlement Agreement. Having reviewed and considered this objection, the Court finds that the objection does not warrant rejection of the Settlement

13. The Final Approval Motion hereby is GRANTED, and the Settlement hereby is APPROVED as fair, reasonable, adequate, and in the public interest and the terms of the Settlement are hereby determined to be fair, reasonable and adequate, for the exclusive benefit of participants and beneficiaries of the Plan in compliance with ERISA. The Parties are directed to consummate the Settlement in accordance with the terms of the Settlement Agreement.

14. The Plan of Allocation attached hereto as Exhibit 2 is hereby APPROVED as fair, adequate, and reasonable. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. at 529. Class Counsel and the Settlement Plan Administrator or its designee are directed to administer the Settlement Fund in accordance therewith, and to distribute the Net Proceeds to all eligible members of the Settlement Class (who include current and former Plan participants and their beneficiaries, but exclude the individual named defendants in this action) in accordance with the Settlement Agreement and the Plan of Allocation, and to do so without the necessity of obtaining further order of the Court. In this regard, pursuant to the terms of the Settlement Agreement, Class

Counsel are expressly authorized to pay the costs of implementing the Plan of Allocation from the Settlement Fund without the necessity of obtaining further order of the Court, notwithstanding that this Order has not yet become Final as that term is defined in the Settlement Agreement.

15. The Court hereby appoints Epiq Systems Class Action & Claim Solutions to act as the Settlement Plan Administrator as detailed in the Settlement Agreement.

16. Based on the work performed by Class Counsel and the results achieved, the Compensation Motion hereby is GRANTED. Having reviewed the record, and the evidence presented in support of the Compensation Motion, including, but not limited to, the declaration of Class Counsel, the Court finds that Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The Settlement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances, and strengths and weaknesses of their respective positions. The Settlement was not reached until after the Court had resolved Defendants' motions to dismiss, the parties had engaged in preliminary document discovery and had embarked on more extensive document and deposition discovery, as well as extensive negotiations directly and with the assistance of a professional mediator. Class Counsel and counsel for Defendants, thus, were well-positioned to evaluate the benefits of the Settlement, taking into account the expense, risk, and uncertainty of protracted litigation over numerous questions of fact and law.

17. Class Counsel's requested fee award of 25% is reasonable when evaluated in light of (a) the value of the benefit rendered to the Settlement Class; (b) the value of the services on an hourly basis; (c) the fact that the services were undertaken on a contingent fee basis; (d) society's stake in rewarding attorneys who produce such benefits in order to maintain an incentive to

others; (e) the complexity of the litigation; and (f) the professional skill and standing of counsel involved on both sides. *Bowling v. Pfizer, Inc.*, 102 F.3d 777, 779 (6th Cir. 1996).

18. Accordingly, Class Counsel are hereby awarded attorneys' fees in the amount of 25% of the cash Settlement Fund (\$8.375 million, plus interest earned on the Settlement Fund), which the Court finds to be reasonable under the circumstances of this case. Class Counsel are further awarded the sum of \$63,293.23 as reimbursement of costs and expenses, which the Court finds were reasonably incurred for the benefit of the Settlement Class in prosecuting the Settlement Class's claims and in obtaining the Settlement. The awarded attorneys' fees and costs and expenses are to be paid out of the Settlement Fund to Class Counsel pursuant to the terms of the Settlement Agreement. Class Counsel, in its discretion, shall allocate a portion of the fees and expenses awarded to other counsel for Plaintiffs who performed work at Class Counsel's direction based on Class Counsel's determination of the contributions such counsel made in the prosecution of the Action.

19. Class Counsel's request for Settlement Class Representative Compensation in the amount of \$5,000 each is fair and reasonable in light of the Settlement Class Representatives' contribution to the litigation on behalf of the Class, including providing information to Class Counsel, reviewing and approving pleadings, assisting with discovery and participating in settlement discussions. Accordingly, the Settlement Class Representatives, George W. Loomis, Richard A. Lindstrom, Joseph Prather, Sharese Prather and Johnny T. Dyer hereby are awarded \$5,000 each, payable from the Settlement Fund pursuant to the terms of the Settlement Agreement. In addition, John Tyler, who served as a named plaintiff in the Action, is hereby awarded \$5,000, payable from the Settlement Fund pursuant to the terms of the Settlement Agreement.

20. Jurisdiction is hereby retained over this Action and the Parties, the Plan, and the Settlement Class members for all matters relating to the Action, including (without limitation) the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Settlement Class.

21. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

22. As provided in the Settlement Agreement, the following Definitions are hereby adopted for purposes of this Order and Final Judgment:

a. “Defendants” shall mean: The Goodyear Tire & Rubber company; the Director Defendants, unnamed Pension Committee Defendants, including all persons who were designated as members of the Pension Committee, or functioned as an alternative for any member, at any time during the class period specified in the Complaint; and unnamed Investment Committee Defendants, including all persons who were designated as members of the Investment Committee, or functioned as an alternative for any member, at any time during the class period specified in the Complaint; and any other Person named as a defendant in this Action or any of the actions consolidated into this Action, including unknown John Doe Defendants 1-20.

b. “Director Defendants” shall mean: Defendants Samir G. Gibara, Robert J. Keegan, John G. Breen, William E. Butler, Thomas H. Cruikshank, Katherine G. Farley, William J. Hudson, Jr., Steven A. Minter, Agnar Pytte, George H. Schofield, William C. Turner, Martin D. Walker, Edward T. Fogarty, Philip A. Laskawy, James M. Zimmerman, Susan E. Arnold,

James C. Boland, Gary D. Forsee, Kathryn D. Wriston, Rodney O'Neal and Shirley D. Peterson.

c. "Effective Date" shall mean: the date on which this Order and Final Judgment becomes Final.

d. "Final" shall mean: with respect to any judicial ruling or order, that the period for any appeals, petitions, motions for reconsideration, rehearing or certiorari or any other proceedings for review ("Review Proceeding") has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and final disposition of any such Review Proceeding without a reversal or modification, including the exhaustion of proceedings in any remand and/or subsequent appeal after remand. Notwithstanding any other provision hereof, this Order and Final Judgment shall be deemed Final without regard to whether (i) the Court has entered an order regarding the award of legal fees and expenses; (ii) any order referred to in (i) above, if entered, has become Final; or (iii) any order referred to in (i) is reversed or modified on appeal.

e. "Insurer" shall mean: Travelers Casualty and Surety Company of America, and its respective Representatives and reinsurers.

f. "Lead Plaintiffs" shall mean: George W. Loomis, Richard A. Lindstrom, Joseph Prather, Sharese Prather, and Johnny T. Dyer.

g. "Parties" shall mean: the Lead Plaintiffs and Defendants.

h. "Person" shall mean: an individual, partnership, corporation, governmental entity or any other form of entity or organization.

i. "Representatives" shall mean: a Person including but not limited to attorneys, agents, directors, officers, fiduciaries and employees.

23. Released Claims. Subject to paragraphs 27 and 28 below, upon the Effective Date, Lead Plaintiffs, on behalf of themselves and the Settlement Class, shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally and forever released, relinquished, and discharged, and shall forever be enjoined from prosecution of, all of the Defendants and any Person that at any time served as a named or functional fiduciary or a trustee of the Plan, as well as any Representatives of Defendants or any such Person, including but not limited to their attorneys, agents, directors, officers, fiduciaries, and employees, Hewitt Associates LLC, ,and the Insurer (the “Released Parties”) from any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys’ fees, and costs whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that have been, could have been, or could be brought by the Lead Plaintiffs, by or on behalf of the Plan, and/or by any member of the Settlement Class, and arise out of the acts, omissions, facts, matters, transactions, or occurrences that have been alleged or referred to in the Action, including but not limited to, claims based on a) breach of ERISA fiduciary duties to the Plan, to the Lead Plaintiffs, to the Settlement Class, and to the other participants and beneficiaries of the Plan in connection with the acquisition and direct or indirect holding of Goodyear common stock and/or units of the Goodyear Stock Fund by the Plan or the Plan’s participants; (b) violation of ERISA duties resulting from the failure to provide complete and accurate information to the Plan’s fiduciaries or the Plan’s participants and beneficiaries regarding Goodyear, Goodyear common stock and/or the Goodyear Stock Fund; (c) failure to appoint, remove and/or adequately monitor the Plan’s fiduciaries; (d) violation of

ERISA duties related to the acquisition, disposition, or retention of Goodyear common stock and/or units of the Goodyear Stock Fund by the Plan; (e) claims that would be barred by principles of *res judicata* had the claims asserted in the Action been fully litigated and resulted in a final judgment or order; (f) the recovery, processing, or furnishing of any data needed to determine the amount of distributions from the Settlement Fund or to implement the Plan of Allocation; and (g) the method and manner of the distribution of the Settlement Fund and the Plan of Allocation to the extent consistent with the Plan of Allocation or otherwise ordered by the Court (collectively, “Released Claims”); and any and all other claims asserted in the Complaint.

24. Releases of Lead Plaintiffs, Plan, Settlement Class, Class Counsel and Other Counsel for Lead Plaintiffs. Subject to paragraphs 27 and 28 below, upon the Effective Date, the Defendants shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged, and shall forever be enjoined from prosecution of the Lead Plaintiffs and their counsel with respect to the Action, including but not limited to Class Counsel and Liaison Counsel, the Plan, the Settlement Class, from any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys’ fees and costs, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that have been, could have been, or could be brought by the Defendants and arise out of or are related in any way to the acts, omissions, facts, matters, transactions, or occurrences that have been alleged or referred to in the Action, or the method and manner of the distribution of the Settlement Fund and the

Plan of Allocation, to the extent consistent with the Plan of Allocation or otherwise ordered by the Court.

25. Reciprocal Releases among the Defendants. Upon the Effective Date, each Defendant absolutely and unconditionally releases and forever discharges each and every other Defendant from any and all claims relating to the Released Claims, including any and all claims for contribution or indemnification for such claims.

26. Release Under California Civil Code § 1542. Except for the obligations arising under the Settlement Agreement, the Parties shall expressly and completely waive and release any and all currently unsuspected, unknown, or partially known claims within the scope of their express terms and provisions. Lead Plaintiffs shall be deemed to have expressly waived, on their own behalf and on behalf of all members of the Settlement Class and on behalf of the Plan, and the Defendants shall be deemed to have expressly waived, any and all rights and benefits respectively conferred upon them by the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common laws of any other State, Territory, or other jurisdiction. Section 1542 reads in pertinent part:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Lead Plaintiffs, on their own behalf and on behalf of all members of the Settlement Class and on behalf of the Plan, and the Defendants, shall be deemed to have expressly acknowledged that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other State, Territory, or other jurisdiction was separately bargained for and that neither the Lead Plaintiffs, on the one hand, nor the Defendants on the other, would enter into this Settlement Agreement unless it included a

broad release of unknown claims. The Lead Plaintiffs, on their own behalf and on behalf of all members of the Settlement Class and on behalf of the Plan, and the Defendants, shall be deemed to have expressly agreed that all release provisions in the Settlement Agreement shall be given full force and effect in accordance with each and all of their express terms and provisions, including those terms and provisions relating to unknown, unsuspected, and future claims, demands, and causes of action. The Lead Plaintiffs shall be deemed to have assumed for themselves, and on behalf of the Settlement Class and on behalf of the Plan, and the Defendants, shall be deemed to have assumed for themselves, the risk of his, her or its respective subsequent discovery or understanding of any matter, fact, or law, that if now known or understood, would in any respect have affected his, her, or its entering into the Settlement Agreement.

27. Scope of Releases. The releases set forth in paragraphs 23, 24, 25 and 26 of this Order and Final Judgment (the “Releases”) shall not include the release of any rights or duties arising out of this Settlement Agreement, including the express warranties and covenants in this Settlement Agreement.

28. Persons and Claims Not Released. Nothing in the Settlement Agreement, nor the dismissal of the Action, shall release, bar, waive, or otherwise affect any ERISA Section 502(a)(1)(B) claim for vested benefits by any participant or beneficiary of the Plan where such claims are unrelated to any matter asserted in this Action, or any claim that cannot be released as a matter of law. Nothing in the releases set forth in paragraphs 23, 24, 25 and 26 (the “Releases”) are intended to release any claims against the Independent Settlement Fiduciary arising from the negligent acts or omissions of the Independent Settlement Fiduciary in its review and evaluation of the Settlement or the Settlement Plan Administrator arising from the negligent acts or omissions of the Settlement Plan Administrator in the performance of its

services with respect to the Settlement. The Releases are not intended to include the release of any rights or duties arising out of this Settlement Agreement, including the express warranties and covenants in this Settlement Agreement.

29. Upon this Order and Final Judgment becoming Final, all counts asserted in the Complaint will be dismissed with prejudice without further order of the Court pursuant to the terms of the Settlement Agreement. In addition, the Lead Plaintiffs and the Settlement Class and the Plan shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released and are forever barred from the prosecution of, any and all Released Claims. In the event that the Settlement Agreement is terminated in accordance with its terms, however: (a) this Judgment shall be null and void and shall be vacated *nunc pro tunc*; and (b) this Action shall proceed as provided in the Settlement Agreement.

30. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: October 22, 2008.

/s/ John R. Adams
John R. Adams
United States District Judge

EXHIBIT 1

to

**ORDER AND FINAL JUDGMENT
(Class Action Settlement Agreement)**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: THE GOODYEAR TIRE & RUBBER)
COMPANY ERISA LITIGATION)
) Case No. 5:03 cv 2182
)
THIS DOCUMENT RELATES TO:) JUDGE JOHN R. ADAMS
ALL ACTIONS)
)

CLASS ACTION SETTLEMENT AGREEMENT

This CLASS ACTION SETTLEMENT AGREEMENT (“*Settlement Agreement*”) is entered into by and between *Lead Plaintiffs* in the above-captioned Action for themselves and on behalf of the *Settlement Class* and the *Plan*, on the one hand, and the *Defendants*, including The Goodyear Tire & Rubber Co. (“*Goodyear*”), on the other.

RECITALS

WHEREAS, certain of the *Lead Plaintiffs* commenced the above-captioned *Action* by filing a Complaint on October 27, 2003, asserting various claims for relief under the Employee Retirement Income Security Act of 1974, as amended, against the *Defendants*, all of which claims are disputed by all those named and unnamed; and

WHEREAS, certain other *Lead Plaintiffs* commenced similar actions against Defendants which, by Orders dated December 31, 2003, January 5, 2004, January 20, 2004, and January 27, 2004, were consolidated with the action commenced on October 27, 2003; and

WHEREAS, *Lead Plaintiffs* filed a Consolidated Amended Complaint on June, 29, 2004; and

WHEREAS, *Defendants* moved to dismiss the Consolidated Amended Complaint on November 15, 2004, which motion was denied by the *Court* on July 6, 2006; and

WHEREAS, *Defendants* filed their Answer to the Consolidated Amended Complaint, and Counterclaim, on December 8, 2006; and

WHEREAS, *Lead Plaintiffs* filed their Answer to Defendants' Counterclaim on December 28, 2006; and

WHEREAS, the *Parties* have engaged in extensive, arm's-length negotiations with regard to the possible settlement of the *Action*, including a lengthy mediation session with a well-qualified mediator; and

WHEREAS, the *Parties* desire to promptly and fully resolve and settle with finality all of the *Released Claims* against the *Defendants* asserted by *Lead Plaintiffs* for themselves and on behalf of the *Settlement Class* and the *Plan*; and

WHEREAS, the *Insurer* has agreed to provide the funds for this *Settlement* in accordance with the terms stated herein and pursuant to certain supplemental agreements to which the *Lead Plaintiffs* are not parties;

NOW, THEREFORE, the *Parties*, in consideration of the promises, covenants and agreements herein described, and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, and subject to approval of the *Court*, do hereby mutually agree as follows:

1. DEFINITIONS

As used in this *Settlement Agreement*, italicized and capitalized terms and phrases not otherwise defined have the meanings provided below:

1.1 “*Action*” shall mean the consolidated actions captioned as *In re: The Goodyear Tire & Rubber Company ERISA Litigation*, Case No. 5:03-CV-02182-JRA, United States District Court for the Northern District of Ohio, Eastern Division (Hon. John R. Adams).

1.2 “*Affiliate*” shall mean: any entity which owns or controls, is owned or controlled by, or is, under common ownership or control with, a *Person*. For purposes of this definition, “control” shall mean the possession, directly or indirectly, of the power whether or not exercised to direct or cause the direction of the management and policies of such *Person*, whether through the ownership of voting securities or otherwise.

1.3 “*Agreement Execution Date*” shall mean: the date on which this *Settlement Agreement* is fully executed, as provided in Section 12.13 below.

1.4 “*Cash Amount*” shall have the meaning set forth in Section 7.2.

1.5 “*Class Counsel*” shall mean Keller Rohrback, L.L.P., pursuant to the April 22, 2004 Order appointing Keller Rohrback L.L.P. as lead counsel in the *Action*, and Donald S. Varian, Jr. as liaison counsel in the *Action*.

1.6 “*Class Exemption*” shall mean: Prohibited Transaction Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,532.

1.7 “*Class Notice*” shall mean: the form of notice appended as Exhibit A to the form of *Preliminary Approval Order* attached hereto as Exhibit 1.

1.8 “*Compensation*” shall have the same meaning as in the *Plan*.

1.9 “*Complaint*” shall mean: the Consolidated Amended Complaint filed on June, 29, 2004.

1.10 “*Common Stock Fund*” shall mean: the Goodyear Stock Fund established under the *Plan*.

1.11 “*Court*” shall mean: the United States District Court for the Northern District of Ohio, Eastern Division.

1.12 “*Defendants*” shall mean: The Goodyear Tire & Rubber Company; the *Director Defendants*; unnamed Pension Committee Defendants, including all persons who were designated as members of the Pension Committee, or functioned as an alternative for any member, at any time during the class period specified in the *Complaint*; and unnamed Investment Committee Defendants, including all persons who were designated as members of the Investment Committee, or functioned as an alternative for any member, at any time during the class period specified in the *Complaint*; and any other *Person* named as a defendant in this *Action* or any of the actions consolidated into this *Action*, including unknown John Doe Defendants 1-20.

1.13 “*Director Defendants*” shall mean: Defendants Samir G. Gibara, Robert J. Keegan, John G. Breen, William E. Butler, Thomas H. Cruikshank, Katherine G. Farley, William J. Hudson, Jr., Steven A. Minter, Agnar Pytte, George H. Schofield, William C. Turner, Martin D. Walker, Edward T. Fogarty, Philip A. Laskawy, James M. Zimmerman, Susan E. Arnold, James C. Boland, Gary D. Forsee, Kathryn D. Wriston, Rodney O'Neal and Shirley D. Peterson.

1.14 “*Effective Date*” shall mean: the date on which the *Final Order* becomes *Final* in accordance with Section 1.17.

1.15 “*ERISA*” shall mean: the Employee Retirement Income Security Act of 1974, as amended, including all regulations promulgated thereunder.

1.16 “*Fairness Hearing*” shall have the meaning set forth in Section 2.3.4.

1.17 “*Final*” shall mean: with respect to any judicial ruling or order, that the period for any appeals, petitions, motions for reconsideration, rehearing or certiorari or any other proceedings for review (“*Review Proceeding*”) has expired without the initiation of a *Review Proceeding*, or, if a *Review Proceeding* has been timely initiated, that there has occurred a full and final disposition of any such *Review Proceeding* without a reversal or modification,

including the exhaustion of proceedings in any remand and/or subsequent appeal after remand. Notwithstanding any other provision hereof, the *Final Order* shall be deemed *Final* without regard to whether (i) the *Court* has entered an order regarding the award of legal fees and expenses; (ii) any order referred to in (i) above, if entered, has become *Final*; or (iii) any order referred to in (i) is reversed or modified on appeal.

1.18 “*Final Order*” shall have the meaning set forth in Section 2.5.

1.19 “*Financial Institution*” shall be, subject to approval of the Court, Wells Fargo Bank, N.A., and Wells Fargo Brokerage Services, LLC, 999 Third Avenue, Suite 1400, Seattle, WA 98104.

1.20 “*Goodyear*” shall mean: The Goodyear Tire & Rubber Company, an Ohio corporation, each of its *Affiliates*, each of its past or present predecessors and *Successors-In-Interest*, subsidiaries, assigns, representatives, officers, directors, agents or employees.

1.21 “*Independent Settlement Fiduciary*” shall mean: a *Plan* fiduciary selected and retained by *Goodyear* that has no “relationship to” or “interest in” (as those terms are used in the *Class Exemption*) any of the *Parties*.

1.22 “*Insurance Policy*” shall mean: Fiduciary Responsibility Insurance Policy No. 104079868 issued by the *Insurer*.

1.23 “*Insurer*” shall mean: Travelers Casualty and Surety Company of America, and its respective *Representatives* and reinsurers.

1.24 “*Lead Plaintiffs*” shall mean: George W. Loomis, Richard A. Lindstrom, Joseph Prather, Sharese Prather, and Johnny T. Dyer, pursuant to the April 22, 2004 Order appointing lead plaintiffs in the Action.

1.25 “*Net Proceeds*” shall have the meaning set forth in Section 8.3.

1.26 “*Parties*” shall mean: the *Lead Plaintiffs* and the *Defendants*.

1.27 “*Person*” shall mean: an individual, partnership, corporation, governmental entity or any other form of entity or organization.

1.28 “*Plaintiffs*” shall mean: the *Lead Plaintiffs* and each member of the *Settlement Class*.

1.29 “*Plan*” shall mean collectively: both (a) The Goodyear Tire & Rubber Company Employee Savings Plan for Salaried Employees and all predecessor and successor plans, individually and collectively, and any trusts created under that plan and (b) The Goodyear

Tire & Rubber Company Employee Savings Plan for Bargaining Unit Employees and all predecessor and successor plans, individually and collectively, and any trusts created under that plan.

1.30 “*Plan of Allocation*” shall mean: the *Plan of Allocation* approved by the Court as contemplated by Section 2.3.4 and described in Section 8.3.

1.31 “*Preliminary Approval Order*” shall have the meaning set forth in Section 2.3.1.

1.32 “*Preliminary Motion*” shall have the meaning set forth in Section 2.3.1.

1.33 “*Released Claims*” shall have the meaning set forth in Section 3.1.

1.34 “*Released Parties*” shall have the meaning set forth in Section 3.1.

1.35 “*Releases*” shall mean the releases set forth in Sections 3.1, 3.2, 3.3, and 3.4.

1.36 “*Representatives*” shall mean: attorneys, agents, directors, officers, and employees.

1.37 “*Settlement*” shall mean: the settlement to be consummated under this *Settlement Agreement* pursuant to the *Final Order*.

1.38 “*Settlement Agreement*” means this Class Action Settlement Agreement.

1.39 “*Settlement Class*” shall mean all persons who were participants in or beneficiaries of the *Plan* at any time between January 1, 1998 and the date of the *Preliminary Approval Order* and whose accounts included investments in *Goodyear* stock, excluding any *Defendants* or their immediate family members.

1.40 “*Settlement Fund Account*” shall mean an interest-bearing account established at the *Financial Institution* and governed by an agreement acceptable to the *Parties* and the *Insurer*.

1.41 “*Settlement Fund*” shall have the meaning set forth in Section 7.1.5.

1.42 “*Settlement Plan Administrator*” shall be an administrator approved by the Court pursuant to the *Plan of Allocation* who shall administer the distribution of the *Settlement Fund* pursuant to the *Plan of Allocation*, and who shall be paid from the *Settlement Fund*.

1.43 “*Successor-In-Interest*” shall mean: a *Person*’s estate, legal representatives, heirs, successors or assigns, including successors or assigns that result from corporate mergers or other structural changes.

1.44 “*Summary Notice*” shall mean: the form of notice appended as Exhibit B to the form of *Preliminary Approval Order* attached hereto as Exhibit 1.

2. CONDITIONS TO THE SETTLEMENT

This *Settlement* shall be contingent upon each of the following conditions in Sections 2.1 through 2.5 having been satisfied or waived:

2.1 Condition #1: Class Certification for Purposes of Settlement. The Court shall have certified this *Action* as a class action for settlement purposes pursuant to Rule 23(a)(1)-(4), 23(b)(1) and/or (2) and 23(e) of the Federal Rules of Civil Procedure, with *Lead Plaintiffs* as the named Class Representatives, with *Class Counsel* as counsel for the *Lead Plaintiffs* and the *Settlement Class* as a non opt-out class. If the *Settlement* does not become *Final*, the *Defendants* will not be deemed to have consented to the certification of any class, and the agreements and stipulations in this *Settlement Agreement* concerning class definition, class period, or class certification shall not be used as evidence or argument to support class certification, class definition, or any class period, and the *Defendants* will retain all rights to oppose class certification, including certification of a class identical to that provided for in this *Settlement Agreement* for any other purpose.

2.2 Condition #2: Release by the Independent Fiduciary and Plan.

2.2.1 Not later than thirty (30) business days after the *Agreement Execution Date*, *Goodyear* shall retain an *Independent Settlement Fiduciary* to evaluate this *Settlement*. The *Settlement* will be contingent upon the *Independent Settlement Fiduciary*: (i) approving the *Settlement* and giving a release to the *Released Parties* in its capacity as a fiduciary of the *Plan* and for and on behalf of the *Plan* which is coextensive with the *Releases* from *Lead Plaintiffs* on behalf of themselves, the *Plan* and the *Settlement Class*; (ii) authorizing the *Settlement* in accordance with Prohibited Transaction Class Exemption 2003-39, and/or finding that the *Settlement* does not constitute a prohibited transaction under *ERISA* Section 406(a).

2.2.2 *Goodyear* and *Class Counsel* will comply with reasonable requests for information made by the *Independent Settlement Fiduciary* that are for the purpose of reviewing this *Settlement Agreement*.

2.2.3 At least fourteen (14) business days before the *Fairness Hearing* is held, the *Plan*, acting by and through the *Independent Settlement Fiduciary* engaged for the specific purpose of reviewing this *Settlement Agreement*, and the *Independent Settlement Fiduciary*, in its capacity as a fiduciary of the *Plan*, shall have agreed in writing, in consideration

of the terms herein, to grant, upon the *Effective Date*, releases of the *Released Parties*, which releases (i) shall release the same claims as the *Releases* set forth in Article 3 below; and (ii) shall be determined by the *Independent Settlement Fiduciary* to meet the requirements of the *Class Exemption*.

2.2.4 If the *Independent Settlement Fiduciary* fails to timely grant the releases prescribed in Section 2.2.3, and absent agreement by the parties to extend the deadline for the *Independent Settlement Fiduciary* to complete its analysis, the *Settlement* shall terminate and become null and void, and the provisions of Section 10.2 shall apply.

2.2.5 The costs associated with the services of the *Independent Settlement Fiduciary* shall be paid by *Goodyear* or the *Insurer*. Under no circumstances shall the *Plan*, *Lead Plaintiffs*, *Plaintiffs*, or *Class Counsel* be responsible for any such costs or fees incurred by the *Independent Settlement Fiduciary*. *Class Counsel* shall be provided copies of all opinions, reports or letters issued by the *Independent Settlement Fiduciary*.

2.3 Condition #3: District Court Approval. The *Settlement* shall have been approved by the *Court* in accordance with the following steps:

2.3.1 Motion for Preliminary Approval of Settlement and of Notices. The *Parties* will cooperate in good faith and, by no later than September 30, 2007, *Lead Plaintiffs* will file a motion (“*Preliminary Motion*”) with the *Court* for an order, approved in advance by *Defendants*, substantially in the form annexed hereto as Exhibit 1, including the exhibits thereto (the “*Preliminary Approval Order*”).

2.3.2 Issuance of Class Notice. As ordered by the *Court* in its *Preliminary Approval Order*, *Lead Plaintiffs* shall cause the *Class Notice* to be disseminated to the *Settlement Class* and the *Summary Notice* to be published, the cost of which shall be paid from the *Settlement Fund*. The *Parties* will seek to set the *Fairness Hearing* sixty (60) business days from the mailing of the *Class Notice* to the *Settlement Class*.

2.3.3 Request by Court or Lead Plaintiffs for Information: If the *Court* deems it necessary for *Goodyear* to supply information in its possession as part of the *Court’s* review of the *Settlement Agreement*, *Goodyear* agrees to reasonably expedite provision of such information as directed by the *Court*. If the *Lead Plaintiffs* deem it necessary for *Goodyear* to supply information in its possession in order to respond to any timely filed objection, *Goodyear* agrees to reasonably expedite provision of such information, provided that such information shall be treated as Confidential by *Lead Plaintiffs* and *Class Counsel*. Any disputes regarding requests for information by the *Lead Plaintiffs* shall be referred to the *Court*, who shall decide any such issue if it cannot obtain the agreement of the *Parties*. Such decision by the *Court* is non-appealable.

2.3.4 The Fairness Hearing. The *Court* shall have conducted a hearing at which it will consider whether the *Settlement* is fair, reasonable, and adequate (“*Fairness*

Hearing”). On or after the *Fairness Hearing* the *Court* shall have determined: (i) whether to enter judgment finally approving the *Settlement* and dismissing the *Action* with prejudice (which judgment is referred to herein as the “*Final Order*”); (ii) whether the distribution of the *Net Proceeds* as provided in Section 8.3 and as provided in the *Plan of Allocation* should be approved; (iii) whether this *Action* satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23(a) and 23(b)(1) and/or (b)(2); (iv) what legal fees, costs, expenses, and incentive payments should be awarded to *Class Counsel*, other *Plaintiffs’ counsel* and to the *Lead Plaintiffs* as contemplated by Article 11 of this *Settlement Agreement*; and (v) such other matters as this *Settlement Agreement* contemplates and the *Court* may deem just and proper. The *Parties* agree to support entry of the *Final Order* as contemplated by clause (i) of this Section 2.3.4, substantially in the form annexed hereto as Exhibit 2; however, the *Defendants* agree not to take any position, and are not required to take any position, with respect to the matters described in clauses (ii) or (iv) of this Section 2.3.4 (provided that nothing contained herein shall prohibit the *Independent Settlement Fiduciary* from taking a position with respect to such matters), nor will any of the *Defendants* enter into any agreement that restricts the application or disposition of the *Settlement Fund*. The *Parties* covenant and agree that they will reasonably cooperate with one another in obtaining the *Final Order* as contemplated hereby at the *Fairness Hearing* and will not do anything inconsistent with obtaining the *Final Order*.

2.4 Condition #4: Funding of Cash Amount. The *Insurer* shall have deposited the *Cash Amount* into the *Settlement Fund Account* in accordance with Section 7.1.2 and 7.2.

2.5 Condition #5: Finality of Final Order. The *Final Order* shall have become *Final*. The *Final Order* is the Order or Judgment entered by the *Court* approving the *Settlement Agreement*. The *Final Order* shall be deemed to be *Final* for purposes of this *Settlement Agreement* by becoming *Final* in accordance with Section 1.17 above.

3. RELEASES

3.1 Releases of the Released Parties. Subject to Section 3.5 below, upon the *Effective Date*, the *Lead Plaintiffs*, on behalf of themselves, the *Plan*, and the *Settlement Class*, shall be deemed to have, and by operation of the *Final Order* shall have, fully, finally, and forever released, relinquished, and discharged, and shall forever be enjoined from prosecution of, all of the *Defendants* and any *Person* that at any time served as a named or functional fiduciary or a trustee of the *Plan*, as well as any *Representatives* of *Defendants* or any such *Person*, including but not limited to their attorneys, agents, directors, officers, fiduciaries, and employees, and the *Insurer* (the “*Released Parties*”) from any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys’ fees, and costs whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that have been, could have been, or could be brought by the *Lead Plaintiffs*, by or on behalf of the *Plan*, and/or by any member of the *Settlement Class*, and arise out of the acts, omissions, facts, matters, transactions, or occurrences that have been alleged or referred to in the *Action*, including but not limited to, claims based on: (a) breach of *ERISA*

fiduciary duties to the *Plan*, to the *Lead Plaintiffs*, to the *Settlement Class*, and to the other participants and beneficiaries of the *Plan* in connection with the acquisition and direct or indirect holding of *Goodyear* common stock and/or units of the *Goodyear Stock Fund* by the *Plan* or the *Plan's* participants; (b) violation of ERISA duties resulting from the failure to provide complete and accurate information to the *Plan's* fiduciaries or the *Plan's* participants and beneficiaries regarding *Goodyear*, *Goodyear* common stock and/or the *Goodyear Stock Fund*; (c) failure to appoint, remove and/or adequately monitor the *Plan's* fiduciaries; (d) violation of ERISA duties related to the acquisition, disposition, or retention of *Goodyear* common stock and/or units of the *Goodyear Stock Fund* by the *Plan*; (e) claims that would be barred by principles of *res judicata* had the claims asserted in the *Action* been fully litigated and resulted in a final judgment or order; and (f) the method and manner of the distribution of the *Settlement Fund* and the *Plan of Allocation* to the extent consistent with the *Plan of Allocation* or otherwise ordered by the Court (collectively, "*Released Claims*"); and any and all other claims asserted in the *Complaint*.

3.2 Releases of the *Lead Plaintiffs*, the *Plan*, the *Settlement Class*, and *Class Counsel and Other Counsel for Lead Plaintiffs*. Subject to Section 3.5 below, upon the *Effective Date*, the *Defendants* shall be deemed to have, and by operation of the *Final Order* shall have, fully, finally, and forever released, relinquished, and discharged, and shall forever be enjoined from prosecution of the *Lead Plaintiffs* and their counsel with respect to the *Action*, including but not limited to *Class Counsel* and *Liaison Counsel*, the *Plan*, the *Settlement Class*, from any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees and costs, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that have been, could have been, or could be brought by the *Defendants* and arise out of or are related in any way to the acts, omissions, facts, matters, transactions, or occurrences that have been alleged or referred to in the *Action*, or the method and manner of the distribution of the *Settlement Fund* and the *Plan of Allocation*, to the extent consistent with the *Plan of Allocation* or otherwise ordered by the Court.

3.3 Reciprocal Releases among the *Defendants*. Upon the *Effective Date*, each *Defendant* absolutely and unconditionally releases and forever discharges each and every other *Defendant* from any and all claims relating to the *Released Claims*, including any and all claims for contribution or indemnification for such claims.

3.4 Release Under California Civil Code § 1542. The *Parties* intend and agree that the *Releases* granted in this Article 3 shall be effective as a bar to any and all currently unsuspected, unknown, or partially known claims within the scope of their express terms and provisions. Accordingly, the *Lead Plaintiffs* hereby expressly waive, on their own behalf and on behalf of all members of the *Settlement Class* and on behalf of the *Plan*, and the *Defendants* hereby expressly waive, any and all rights and benefits respectively conferred upon them by the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common laws of any other State, Territory, or other jurisdiction. Section 1542 reads in pertinent part:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The *Lead Plaintiffs*, on their own behalf and on behalf of all members of the *Settlement Class* and on behalf of the *Plan*, and the *Defendants*, each hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other State, Territory, or other jurisdiction was separately bargained for and that neither the *Lead Plaintiffs*, on the one hand, nor the *Defendants* on the other, would enter into this *Settlement Agreement* unless it included a broad release of unknown claims. The *Lead Plaintiffs*, on their own behalf and on behalf of all members of the *Settlement Class* and on behalf of the *Plan*, and the *Defendants*, each expressly agree that all release provisions in this *Settlement Agreement* shall be given full force and effect in accordance with each and all of their express terms and provisions, including those terms and provisions relating to unknown, unsuspected, and future claims, demands, and causes of action. The *Lead Plaintiffs* assume for themselves, and on behalf of the *Settlement Class* and on behalf of the *Plan*, and the *Defendants*, assume for themselves, the risk of his, her or its respective subsequent discovery or understanding of any matter, fact, or law, that if now known or understood, would in any respect have affected his, her, or its entering into this *Settlement Agreement*.

3.5 Persons and Claims Not Released.

3.5.1 The settlement and dismissal of the *Action* shall not release, bar, waive, or otherwise affect any *ERISA* Section 502(a)(1)(B) claim for vested benefits by any participant or beneficiary of the *Plan* where such claims are unrelated to any matter asserted in this *Action*, or any claim that cannot be released as a matter of law.

3.5.2 The releases set forth in Sections 3.1, 3.2, 3.3, and 3.4 (the “*Releases*”) are not intended to release any claims against the *Independent Settlement Fiduciary* arising from the negligent acts or omissions of the *Independent Settlement Fiduciary* in its review and evaluation of the *Settlement* or the *Settlement Plan Administrator* arising from the negligent acts or omissions of the *Settlement Plan Administrator* in the performance of its services with respect to the *Settlement*.

3.5.3 The *Releases* are not intended to include the release of any rights or duties arising out of this *Settlement Agreement*, including the express warranties and covenants in this *Settlement Agreement*.

4. COVENANTS

The *Parties* covenant and agree as follows:

4.1 Covenants Not to Sue.

4.1.1 The *Lead Plaintiffs* covenant and agree on their own behalf, and on behalf of the *Settlement Class* and on behalf of the *Plan*: (i) not to file against any *Released Party* any additional claim based on or arising from any *Released Claim*, or refile the claim brought in this *Action*; and (ii) that the foregoing covenants and agreements shall be a complete bar to any such claims against any of the respective *Released Parties*.

4.1.2 *Defendants* covenant and agree: (i) not to file against any *Plaintiff*, *Class Counsel*, or any other *Defendant* any claim released under Section 3.2 or Section 3.3; and (ii) that the foregoing covenants and agreements shall be a complete bar to any such claims against any of the respective *Plaintiffs*, *Class Counsel* or *Defendants*.

4.2 Taxation of Settlement Fund Account. The *Lead Plaintiffs* acknowledge on their own behalf, and on behalf of the *Settlement Class* and on behalf of the *Plan*, that the *Released Parties* have no responsibility for any taxes due on funds once deposited in *Settlement Fund Account* or that the *Lead Plaintiffs* or *Class Counsel* receive from the *Settlement Fund Account*, should any be awarded pursuant to Article 11 hereof. Nothing herein shall constitute an admission or representation that any taxes will or will not be due on the *Settlement Fund Account*.

4.3 Cooperation. *Goodyear* shall reasonably cooperate with *Class Counsel* by providing, in the form of an electronic spreadsheet or database, within twenty (20) business days of the later of (i) entry of the *Preliminary Approval Order* and (ii) *Class Counsel's* approval of the reasonable costs, if any, associated with acquiring or furnishing the data, the names and last known addresses (to the extent available from existing *Plan* records) of members of the *Settlement Class* to whom the *Class Notice* is to be sent pursuant to the *Preliminary Approval Order* and by timely responding to reasonable written requests for data in *Goodyear's* custody or control necessary for *Class Counsel* to implement a proposed *Plan of Allocation*. *Goodyear* shall have no obligation to attempt to locate any *Settlement Class* member. The reasonable cost of acquiring or furnishing any data from any third party record keeper or service provider shall be deemed settlement administration expenses under Section 8.2, however, *Class Counsel* shall review and approve such costs prior to their being incurred.

5. REPRESENTATIONS AND WARRANTIES

5.1 *Lead Plaintiffs' Representations and Warranties.*

5.1.1 The *Lead Plaintiffs* represent and warrant that they have not assigned or otherwise transferred any interest in any *Released Claims* against any *Released Party*, and further covenant that they will not assign or otherwise transfer any interest in any *Released Claims*; and

5.1.2 Pursuant to Articles 3 and 4, the *Lead Plaintiffs* represent and warrant that they shall have no surviving claim or cause of action against any of the *Released Parties* with respect to the *Released Claims* against them.

5.2 *Parties' Representations and Warranties.* The *Parties*, by and through their *Representatives*, each represent and warrant:

5.2.1 That they are voluntarily entering into this *Settlement Agreement* as a result of arm's length negotiations among their counsel, with the assistance and recommendation of the mediator; that in executing this *Settlement Agreement* they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this *Settlement Agreement* by any representations, statements, or omissions pertaining to any of the foregoing matters by any *Party* or by any *Person* representing any *Party* to this *Settlement Agreement*. Each of the *Parties* assumes the risk of mistake as to facts or law; and

5.2.2 That they or their *Representatives* have carefully read the contents of this *Settlement Agreement*, and this *Settlement Agreement* is signed freely by each *Person* executing this *Settlement Agreement* on behalf of each of the *Parties*. Each of the *Parties* further represent and warrant to each other that he, she, it, or his/her/its *Representatives* have made such investigation of the facts pertaining to the *Settlement*, this *Settlement Agreement* and all of the matters pertaining thereto, as he, she, or it deems necessary.

5.3 *Signatories' Representations and Warranties.* Each individual executing this *Settlement Agreement* on behalf of any other *Person* does hereby personally represent and warrant to the other *Parties* that he or she has the authority to execute this *Settlement Agreement* on behalf of, and fully bind, each principal whom such individual represents or purports to represent.

6. NO ADMISSION OF LIABILITY

The *Parties* understand and agree that this *Settlement Agreement* embodies a compromise settlement of disputed claims, and that nothing in this *Settlement Agreement*, including the furnishing of consideration for this *Settlement Agreement*, shall be deemed to constitute any finding of fiduciary status under *ERISA* or wrongdoing by any of the *Defendants*, or give rise to any inference of fiduciary status under *ERISA* or wrongdoing or admission of wrongdoing or liability in this or any other proceeding. This *Settlement Agreement* and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Moreover, the *Defendants* specifically deny any such liability or wrongdoing. Neither the fact nor the terms of this *Settlement Agreement* shall be offered or received in evidence in any action or proceeding for any purpose, except (i) in an action or proceeding arising under this *Settlement Agreement* or arising out of or relating to the

Preliminary Approval Order or the *Final Order*, or (ii) in an action or proceeding where the *Releases* provided pursuant to this *Settlement Agreement* may serve as a bar to recovery.

7. THE SETTLEMENT FUND AND DELIVERIES INTO THE SETTLEMENT FUND

7.1 The Settlement Fund.

7.1.1 No later than fourteen (14) days after the *Agreement Execution Date*, *Class Counsel* shall establish at the *Financial Institution* the *Settlement Fund Account*, which is an interest-bearing account and considered a common fund created as a result of the *Action*. *Class Counsel* shall provide to the *Insurer* and *Goodyear* (a) written notification of the date of establishment of the *Settlement Fund Account*, (b) written notification of the following information regarding the *Settlement Fund Account*: bank name, bank address, ABA number, account number, account name, and taxpayer identification number, and (c) any additional information needed to deposit the *Cash Amount* into the *Settlement Fund Account*. *Class Counsel* shall direct the *Financial Institution* to only make distributions from the *Settlement Fund Account* in strict accordance with the *Settlement Agreement* and *Court Orders*. No other disbursements shall be authorized by *Class Counsel* absent written agreement by the *Parties*.

7.1.2 No later than ten (10) business days after the *Court's* entry of the *Preliminary Approval Order*, the *Insurer* shall deposit the *Cash Amount* into the *Settlement Fund Account*, with interest being earned on the *Cash Amount* from the dates of deposit.

7.1.3 If the *Independent Settlement Fiduciary* or the *Court* fails to finally approve the settlement, or if the settlement terminates or fails for any reason, the *Cash Amount*, together with the interest earned thereon, less any deductions set forth in or authorized by Sections 8.1 and 8.2, shall be returned promptly to the *Insurer*, and the *Lead Plaintiffs* and the *Defendants* will return to their respective positions as of the *Agreement Execution Date*. The *Insurer* and *Defendants* shall not be responsible for any payments, costs or fees under this paragraph or the *Settlement* beyond their respective obligations to cause the *Cash Amount* to be deposited in the *Settlement Fund Account* and as provided in Section 2.2.5.

7.1.4 The *Cash Amount*, together with interest earned thereon, shall constitute the "*Settlement Fund*."

7.1.5 The *Settlement Fund* shall be structured and managed to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 of the U.S. Department of Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and provide reports to *Class Counsel* for tax purposes. It is intended that the *Settlement Fund* be structured and administered to preserve, to the maximum degree possible, the tax benefits associated with *ERISA*-qualified plans. The *Parties* shall not take a position in any filing or before any tax authority inconsistent with such treatment. All taxes on the income of the *Settlement Fund* and tax-related expenses incurred in connection with the taxation of the *Settlement Fund* shall be the responsibility of *Plaintiffs* and shall be paid out of the *Settlement*

Fund. The *Parties* may instruct the *Financial Institution* to reserve any portion of the *Settlement Fund* for the purpose of satisfying future or contingent expenses or obligations, including expenses of *Settlement Fund Account* administration or any disbursement provided under the terms of this *Settlement Agreement*.

7.2 The Cash Amount. In consideration of, and expressly in exchange for, all of the promises and agreements set forth in this *Settlement Agreement*, the *Insurer* shall deposit the sum of \$8,375,000 (Eight Million Three Hundred Seventy-Five Thousand Dollars) (the “*Cash Amount*”) into the *Settlement Fund Account* via wire transfer within the period provided in Section 7.1.2.

7.3 Sole Monetary Contribution. Except as set forth in Section 2.2.5 above, the *Cash Amount* shall constitute a non-recourse settlement amount, and it shall be the full and sole monetary contribution made by or on behalf of the *Defendants* and/or *Insurer* in connection with the *Settlement* effected between *Lead Plaintiffs* and the *Defendants* under this *Settlement Agreement*. The *Cash Amount* specifically covers any claims for costs and attorneys’ fees by *Class Counsel* or any other counsel representing the *Plaintiffs* in the *Action*, as well as any costs or expenses associated with the administration of the *Settlement*, including any costs or expenses associated with the class action notice or class benefits. The *Parties* shall bear their own costs and expenses (including attorneys’ fees) in connection with effectuating the *Settlement* and securing all necessary court orders and approvals with respect to the same.

8. PAYMENTS FROM THE SETTLEMENT FUND

8.1 Expenses of Providing Notice to the Settlement Class. *Class Counsel* may direct the *Financial Institution* in writing to disburse from the *Settlement Fund* an amount for the payment of reasonable costs of providing notice to the *Settlement Class* in accordance with Section 2.3.2 above. If the *Settlement Agreement* is terminated for any reason or if any condition stated in Article 2 above is not satisfied or waived, no *Person* shall have an obligation to reimburse to the *Settlement Fund* the costs of providing notice to the *Settlement Class*, or other costs or expenses of the *Settlement Fund* charged to the *Settlement Fund* under this *Settlement Agreement*, as set forth herein.

8.2 Costs of Settlement Administration. Except as set forth in Section 2.2.5 above, all expenses of administering the *Settlement* shall be charged to the *Settlement Fund*. These expenses shall include: (i) expenses associated with the preparation and filing of all tax reports and tax returns required to be filed by the *Settlement Fund*; (ii) payment of any taxes owed by the *Settlement Fund*; (iii) expenses associated with the preparation and issuance of any required Forms 1099 associated with payments from the *Settlement Fund*; (iv) fees charged and expenses incurred by the *Financial Institution* associated with administration of the *Settlement Fund Account*; and (v) costs associated with creating and implementing the *Plan of Allocation*, data processing, phone support, tax reporting, and locating *Plaintiffs*. The *Parties* shall direct the *Financial Institution* to pay the reasonable costs of settlement administration from the *Settlement Fund* without further order of the *Court*.

8.3 Disbursements from the *Settlement Fund*. Except as provided in Article 8, and Article 10, no distribution of any part or all of the *Settlement Fund* shall be paid from the *Settlement Fund* until the *Financial Institution* has received (a) a joint notice signed by *Class Counsel* and by counsel for the *Defendants*, or (b) a court order directing that the *Settlement Fund* be disbursed and designating the appropriate recipients. When the conditions stated in (a) or (b) have been satisfied, *Class Counsel* may direct the *Financial Institution* to disburse money from the *Settlement Fund* as provided in Section 11.2 and for purposes of the *Plan of Allocation* as provided below in this Section 8.3. The *Plan of Allocation* shall be prepared by *Class Counsel* and submitted to the *Court* for approval in connection with the *Preliminary Motion*, and shall provide for the allocation of the *Settlement Fund* net of the disbursements called for in Sections 8.1, 8.2 and 11.2 (“*Net Proceeds*”). The *Defendants* shall have no responsibility for structuring the content of the *Plan of Allocation*, but will have the right to review it for feasibility before presentation to the *Court*. Nothing herein shall constitute approval or disapproval of the *Plan of Allocation* by the *Defendants*, and the *Defendants* shall have no responsibility or liability for the *Plan of Allocation* and shall take no position for or against the *Plan of Allocation*. The *Plan of Allocation* shall be administered by a *Settlement Plan Administrator*, the expense for which shall be paid from the *Settlement Fund*. *Class Counsel* shall have no responsibility for the administration of the *Plan of Allocation* beyond selecting the *Settlement Plan Administrator* whose selection shall be approved by the *Court* in connection with approval of the *Plan of Allocation*, and providing the *Plan of Allocation* to the *Settlement Plan Administrator*. In the event that questions arise concerning the *Plan of Allocation*, the *Settlement Plan Administrator* may in its discretion seek input from *Goodyear* and *Class Counsel*, but shall retain discretionary authority and fiduciary responsibility for making decisions consistent with the *Plan of Allocation*. If the *Settlement Plan Administrator* determines that the *Plan of Allocation* must be modified in any respect in order to properly distribute the *Settlement Fund*, the *Settlement Plan Administrator* shall confer with *Goodyear* and *Class Counsel*. To the extent any modification is deemed necessary by the *Settlement Plan Administrator* following its conference with *Goodyear* and *Class Counsel*, *Class Counsel* and *Goodyear* shall stipulate to such modifications and submit the issue(s) to the *Court* for review and approval. The *Settlement Plan Administrator* shall be the sole entity with fiduciary authority with respect to the administration of the *Plan of Allocation*.

8.3.1 Disbursements to Current *Plan* Participants. As soon as practicable after the *Effective Date*, *Class Counsel* shall direct the *Financial Institution* to disburse the *Net Proceeds* attributable to *Plaintiffs* with current account balances, to The Goodyear Tire & Rubber Company Commingled Trust (“*Commingled Trust*”) for the *Plan* for distribution by the *Plan* in accordance with the *Plan of Allocation*. At the time the funds are transferred to the *Commingled Trust*, the *Financial Institution* or *Class Counsel* shall provide the *Plan* with the amount to be allocated to each participant’s account. *Goodyear* shall direct the *Plan* to distribute the funds received by the *Commingled Trust* in accordance with these instructions.

8.3.2 Disbursements to Former Participants. With respect to *Plaintiffs* who took a distribution from the *Plan* prior to the *Effective Date* and who will receive a Final Dollar Recovery as that term is defined in the *Plan of Allocation*, the *Settlement Plan Administrator* shall deposit the *Net Proceeds* attributable to *Plaintiffs* who are former participants to a subtrust of the *Commingled Trust* for the purpose of holding such amounts

pending distribution to said former participants. The *Settlement Plan Administrator* shall be the recordkeeper and fiduciary responsible for the funds in the subtrust. The *Settlement Plan Administrator* shall prepare a notice to be issued to former participants who are entitled to receive a Final Dollar Recovery that explains their options with respect to amounts to which they are entitled in the subtrust. Neither the *Parties* nor their counsel shall be considered fiduciaries with respect to any assets held in the subtrust. The *Settlement Plan Administrator* or another entity as designated in the Plan of Allocation or any approved amendment thereto shall be assigned all fiduciary responsibility for the subtrust, and shall distribute the subtrust in accordance with the Plan of Allocation. If any funds in the subtrust are not claimed, they will be deemed forfeitures under the *Plan* and will be returned to the *Plan* to be used for the sole purpose of reducing *Plan* administrative expenses.

9. NON-MONETARY SETTLEMENT TERMS

9.1 As part of the settlement of the claims asserted in this *Action*, and in further consideration for the *Releases* of the *Lead Plaintiffs* and the *Settlement Class*, *Goodyear* agrees to the following non-monetary terms of this *Settlement*:

9.1.1 *Goodyear* will not restrict the match to any particular *Plan* investment for a period of three (3) years from the date of the *Final Order*.

9.1.2 The *Plan* will retain an independent fiduciary for the *Goodyear Stock Fund*. The *Plan*'s retention of the independent fiduciary for the *Goodyear Stock Fund* is not intended to limit *Goodyear*'s right to decide in the future to eliminate the *Goodyear Stock Fund* as an investment option.

9.1.3 Beginning on January 1, 2009, for all salaried employees of *Goodyear* hired before April 1, 2007, *Goodyear* will begin a match of 50% of the first 4% of *Compensation* contributed by the salaried employee to the *Plan*, subject to maximum legal limits, and will guarantee to continue to match at that level for three (3) years after January 1, 2009.

9.1.4 For all salaried employees of *Goodyear* hired after March 31, 2007, *Goodyear* already provides a match of 50% of the first 4% of *Compensation* contributed by the salaried employee to the *Plan*, subject to maximum legal limits. *Goodyear* will guarantee to continue to match at that level from the *Agreement Execution Date* to January 1, 2009, and for an additional three (3) years after January 1, 2009.

9.1.5 *Goodyear* will establish an "investment education protocol" to be agreed upon by the *Parties*.

10. TERMINATION OF THE SETTLEMENT AGREEMENT

10.1 Termination. Automatic termination of this *Settlement Agreement*, thereby making the *Settlement Agreement* null and void, will occur under the following circumstances:

10.1.1 If the *Court* declines to approve the *Settlement* and if such order declining approval has become *Final*, then this *Settlement Agreement* shall automatically terminate, and thereupon become null and void, on the date that any such order becomes *Final*.

10.1.2 If the *Court* issues an order modifying the *Settlement Agreement*, and if, within thirty-one (31) business days after the date of any such ruling, or, within thirty-one (31) business days after the date of the *Court's* order following a motion for reconsideration of any such ruling, whichever is later, the *Parties* have not agreed in writing to proceed with all or part of the *Settlement Agreement* as modified by the *Court* or the *Parties*, then provided that no appeal is then pending from either such ruling, this *Settlement Agreement* shall automatically terminate, and thereupon become null and void.

10.1.3 If the Sixth Circuit reverses the *Court's* order approving the *Settlement*, and if within thirty-one (31) business days after the date of any such ruling the *Parties* have not agreed in writing to proceed with all or part of the *Settlement Agreement* as modified by the *Court* or by the *Parties* then, provided that no appeal is then pending from such ruling this *Settlement Agreement* shall automatically terminate, and thereupon become null and void.

10.1.4 If the Supreme Court of the United States reverses a Sixth Circuit order approving the *Settlement*, and if within thirty-one (31) business days after the date of any such ruling the *Parties* have not agreed in writing to proceed with all or part of the *Settlement Agreement* as modified by the *Court* or by the *Parties* then this *Settlement Agreement* shall automatically terminate, and thereupon become null and void.

10.1.5 If any or all of the conditions of Article 2 of this *Settlement Agreement* are not fully satisfied or waived in accordance with their terms and on the timetables set forth in that Article, then this *Settlement Agreement* shall terminate, and thereupon become null and void.

10.2 Consequences of Termination of the Settlement Agreement. If the *Settlement Agreement* is terminated and rendered null and void for any reason specified in Section 10.1, the following shall occur:

10.2.1 *Class Counsel* shall within ten (10) business days after the date of termination of the *Settlement Agreement* notify the *Financial Institution* in writing to return to the *Insurer* the amount contributed by the *Insurer* to the *Settlement Fund*, with all net income earned thereon, after deduction of the amount earlier disbursed or owed for the *Class Notice* and *Summary Notice* and the settlement administration expenses charged to the *Settlement Fund*

pursuant to Section 8.2 above, directing the *Financial Institution* to effect such return within ten (10) business days.

10.2.2 The *Action* shall for all purposes with respect to the *Parties* revert to its status as of the Agreement Execution Date, including a lifting of any stay of the *Action*.

10.2.3 All provisions of this *Settlement Agreement* shall be null and void except as otherwise provided herein. Neither the fact nor the terms of this *Settlement Agreement* shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding arising under this *Settlement Agreement*.

11. ATTORNEYS' FEES, COSTS AND EXPENSES

11.1 Application for Attorneys' Fees, Costs and Expenses. Pursuant to the common fund doctrine and/or any applicable statutory fee provision, *Class Counsel* may apply to the *Court* for an award of attorneys' fees, and for reimbursement of costs and expenses, to be paid from the *Settlement Fund*. The *Defendants* will not take any position on *Class Counsel's* application for fees, costs, or reimbursement of expenses. The *Parties* acknowledge and agree that the *Defendants* shall have no authority, control, or liability in connection with *Class Counsel's* attorneys' fees, costs, and expenses. *Class Counsel* may apply to the *Court* for incentive payments to the *Lead Plaintiffs* in the amount of \$5,000.00 each as agreed to by the *Parties*, payable solely from the *Settlement Fund*, and the *Lead Plaintiffs* shall be entitled to receive such incentive payments from the *Settlement Fund* to the extent awarded by the *Court*.

11.2 Disbursement of Attorneys' Fees, Costs, and Expenses and Lead Plaintiffs' Incentive Payments. Upon the later of (i) entry of an order by the *Court* awarding payment of attorneys' fees, costs, and expenses from the *Settlement Fund* and/or payment of *Lead Plaintiffs'* incentive payments from the *Settlement Fund*, and (ii) the *Effective Date*, *Class Counsel* may instruct the *Financial Institution* in writing, with a copy of *Final Order* attached, to disburse such payments from the *Settlement Fund*, which the *Financial Institution* shall do within five (5) business days of receiving such direction. If at the time of any disbursement from the *Settlement Fund* pursuant to Article 8 there shall be a pending application for attorneys' fees, costs, or expenses or for incentive payments to the *Lead Plaintiffs*, there shall be reserved in the *Settlement Fund* an amount equal to the amount of the pending application, until such time as the *Court* shall rule upon such application and such ruling shall become *Final*.

12. MISCELLANEOUS PROVISIONS

12.1 Governing Law. This *Settlement Agreement* shall be governed by the laws of the State of Ohio without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

12.2 Return of Materials. Except for attorney notes, pleadings, transcripts, and other court submissions and exhibits thereto, each *Party* that received confidential material, including confidential material contained in formal and informal discovery, information provided for purposes of settlement, and all other confidential material, from any other *Party* in the course of litigating this *Action* shall, within forty-five (45) business days after the *Effective Date*, at the receiving *Party's* option, either (i) return all such materials in its custody or control, including in the possession of consultants of the receiving *Party*, to the producing *Party* or (ii) certify that all such materials in its custody or control, including in the possession of consultants of the receiving *Party*, have been destroyed.

12.3 Severability. The provisions of this *Settlement Agreement* are not severable.

12.4 Amendment. Before entry of the *Final Order*, the *Settlement Agreement* may be modified or amended only by written agreement signed by or on behalf of all *Parties*. Following entry of the *Final Order*, the *Settlement Agreement* may be modified or amended only by written agreement signed by or on behalf of all *Parties*, and approved by the *Court*.

12.5 Waiver. The provisions of this *Settlement Agreement* may be waived only by an instrument in writing executed by the waiving *Party*. The waiver by any *Party* of any breach of this *Settlement Agreement* shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this *Settlement Agreement*.

12.6 Construction. None of the *Parties* hereto shall be considered to be the drafter of this *Settlement Agreement* or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

12.7 Principles of Interpretation. The following principles of interpretation apply to this *Settlement Agreement*.

12.7.1 Headings. The headings of this *Settlement Agreement* are for reference purposes only and do not affect in any way the meaning or interpretation of this *Settlement Agreement*.

12.7.2 Singular and Plural. Definitions apply to the singular and plural forms of each term defined.

12.7.3 Gender. Definitions apply to the masculine, feminine, and neuter genders of each term defined.

12.7.4 References to a Person. References to a *Person* are also to the *Person's* permitted successors and assigns.

12.7.5 Terms of Inclusion. Whenever the words “include,” “includes” or “including” are used in this *Settlement Agreement*, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

12.8 Further Assurances. Each of the *Parties* agrees, without further consideration and as part of finalizing the *Settlement* hereunder, that they will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this *Settlement Agreement*.

12.9 Notices. Any notice, demand or other communication under this *Settlement Agreement* (other than the *Class Notice*, *Summary Notice*, or other notices given at the direction of the *Court*) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the recipients set forth below and personally delivered, sent by registered or certified mail (postage prepaid), sent by confirmed facsimile, or delivered by reputable express overnight courier.

IF TO *LEAD PLAINTIFFS*:

Lynn L. Sarko, Esq.
Derek W. Loeser, Esq.
KELLER ROHRBACK, L.L.P.
1201 Third Avenue
Suite 3200
Seattle, Washington 98101-3052
Tel.: (206) 623-1900
Fax: (206) 623-3384

IF TO *DEFENDANTS*:

Gregory C. Braden, Esq.
MORGAN LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Tel.: (202) 739-3000
Fax: (202) 739-3001

with a copy to:

Office of the Corporate Secretary
The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, OH 44316

IF TO *INSURER*:

Lawrence D. Zwick
One Tower Square

Hartford, CT
Tel: (860) 277-4039
Fax: (860) 277-5722

Any *Party* may change the address at which it is to receive notice by written notice delivered to the other *Parties* in the manner described above.

12.10 Entire Agreement. This *Settlement Agreement* contains the entire agreement among the *Parties* relating to this *Settlement*. It specifically supersedes any settlement terms or settlement agreements relating to the *Defendants* that were previously agreed upon orally or in writing by any of the *Parties*.

12.11 Counterparts. This *Settlement Agreement* may be executed by exchange of faxed or electronically transmitted (.pdf) executed signature pages, and any signature transmitted by facsimile or .pdf for the purpose of executing this *Settlement Agreement* shall be deemed an original signature for purposes of this *Settlement Agreement*. This *Settlement Agreement* may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

12.12 Binding Effect. This *Settlement Agreement* binds and inures to the benefit of the *Parties*, their assigns, heirs, administrators, executors and successors.

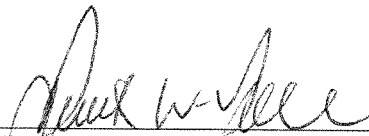
12.13 Agreement Execution Date. The date on which the final signature is affixed below shall be the *Agreement Execution Date*.

IN WITNESS WHEREOF, the *Parties* have executed this *Settlement Agreement* on the dates set forth below.

FOR LEAD PLAINTIFFS:

Dated: 9/19/07

By:



Lynn L. Sarko
Derek W. Loeser
KELLER ROHRBACK, L.L.P.
1201 Third Avenue
Suite 3200
Seattle, Washington 98101-3052
Tel.: (206) 623-1900
Fax: (206) 623-3384

Attorneys for Plaintiffs

FOR DEFENDANTS:

Dated: 9/20/07

By:



Gregory C. Braden
Donald L. Havermann
Christopher A. Weals
MORGAN LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave., N.W.
Washington, DC 20004
Tel.: (202) 739-3000
Fax: (202) 739-3001

Attorneys for Defendants

EXHIBITS TO THE SETTLEMENT AGREEMENT

Exhibits

Ex. 1: *Preliminary Approval Order*

Ex. 2: *Final Order*

**AMENDMENT TO CLASS ACTION
SETTLEMENT AGREEMENT**

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE THE GOODYEAR TIRE & RUBBER
COMPANY ERISA LITIGATION

Case No. 5:03CV02182
JUDGE JOHN R. ADAMS

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

The Class Action Settlement Agreement (“*Settlement Agreement*”) dated September 20, 2007, is hereby amended by striking paragraph 3.1 and replacing it with the following:

3.1 Releases of the Released Parties. Subject to Section 3.5 below, upon the *Effective Date*, the *Lead Plaintiffs*, on behalf of themselves, the *Plan*, and the *Settlement Class*, shall be deemed to have, and by operation of the *Final Order* shall have, fully, finally, and forever released, relinquished, and discharged, and shall forever be enjoined from prosecution of, all of the *Defendants* and any *Person* that at any time served as a named or functional fiduciary or a trustee of the *Plan*, as well as any *Representatives of Defendants* or any such *Person*, including but not limited to their attorneys, agents, directors, officers, fiduciaries, and employees, , Hewitt Associates LLC, , and the *Insurer* (the “*Released Parties*”) from any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys’ fees, and costs whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that have been, could have been, or could be brought by the *Lead Plaintiffs*, by or on behalf of the *Plan*, and/or by any member of the *Settlement Class*, and arise out of the acts, omissions, facts, matters, transactions, or occurrences that have been alleged or referred to in the *Action*, including but not limited to, claims based on: (a) breach of *ERISA* fiduciary duties to the *Plan*, to the *Lead Plaintiffs*, to the *Settlement Class*, and to the other participants and beneficiaries of the *Plan* in connection with the acquisition and direct or indirect holding of *Goodyear* common stock and/or units of the *Goodyear Stock Fund* by the *Plan* or the *Plan’s* participants; (b) violation of *ERISA* duties resulting from the failure to provide complete and accurate information to the *Plan’s* fiduciaries or the *Plan’s* participants and beneficiaries regarding *Goodyear*, *Goodyear* common stock and/or the *Goodyear Stock Fund*; (c) failure to appoint, remove and/or adequately monitor the *Plan’s* fiduciaries; (d) violation of *ERISA* duties related to the acquisition, disposition, or retention of *Goodyear* common stock and/or units of the *Goodyear Stock Fund* by the *Plan*; (e) claims that would be

barred by principles of *res judicata* had the claims asserted in the *Action* been fully litigated and resulted in a final judgment or order; (f) the recovery, processing, or furnishing of any data needed to determine the amount of distributions from the *Settlement Fund* or to implement the *Plan of Allocation*; and (g) the method and manner of the distribution of the *Settlement Fund* and the *Plan of Allocation* to the extent consistent with the *Plan of Allocation* or otherwise ordered by the Court (collectively, "*Released Claims*"); and any and all other claims asserted in the *Complaint*.

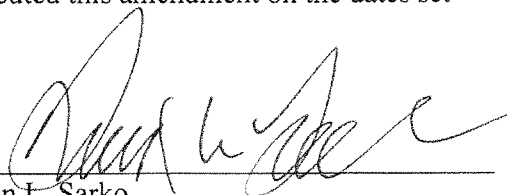
Except as otherwise amended herein, all of the terms and conditions of the Settlement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the *Parties* have executed this amendment on the dates set forth below.

FOR LEAD PLAINTIFFS:

Dated: 5/20/08

By:



Lynn L. Sarko
Derek W. Loeser
KELLER ROHRBACK, L.L.P.
1201 Third Avenue
Suite 3200
Seattle, Washington 98101-3052
Tel.: (206) 623-1900
Fax: (206) 623-3384

Attorneys for Plaintiffs

FOR DEFENDANTS:

Dated: 5/22/08

By:



Gregory C. Braden
Donald L. Havermann
Christopher A. Weals
MORGAN LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave., N.W.
Washington, DC 20004
Tel.: (202) 739-3000
Fax: (202) 739-3001

Attorneys for Defendants

EXHIBIT 2

to

**ORDER AND FINAL JUDGMENT
(Order Approving Plan of Allocation)**

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE THE GOODYEAR TIRE & RUBBER
COMPANY ERISA LITIGATION**

**Case No. 5:03CV02182
JUDGE JOHN R. ADAMS**

ORDER APPROVING PLAN OF ALLOCATION

This matter having come before the Court pursuant to the Class Action Settlement Agreement as amended May 22, 2008 (“Settlement Agreement”), and specifically provision 8.3 thereof, and on Plaintiffs’ Motion for Final Approval of Proposed Settlement, Certification Of Settlement Class, Approval of Plan of Allocation and Entry of Order and Final Judgment filed October 9, 2008, and the matter having been heard and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the following Plan of Allocation is adopted:

I. Definitions

A. All capitalized terms shall have the same meaning as they are given in the Settlement Agreement, unless specifically set forth otherwise in this Plan of Allocation. The following definitions shall apply to the Plan of Allocation methodology:

1. **“Account”** means the account maintained on behalf of a participant in the Plan. For Members who are Current Plan Participants, “Account” means the account in place for him or her from time to time within the Plan beginning with the first day of the Settlement Class Period or, if no units in the Goodyear Stock Fund were held on that date, the first date the Plan recorded his or her holding units in the Goodyear Stock Fund to the date of allocation. For Members who are Former Plan Participants, “Account” means the account that was in place for him or her from time to time within the Plan beginning with the first day of the Settlement Class Period or, if no units in the Goodyear Stock Fund were held on that date, the first date that the Plan recorded his or her holding units in the Goodyear Stock Fund, to the date that the Former Plan Participant received a complete distribution from the Plan or the date his or her Plan Account was transferred to a successor plan.

2. **“Member”** shall mean a Current or Former Plan Participant whose Plan Account held units in the Goodyear Stock Fund during the Settlement Class Period and who is a member of the Settlement Class, including (1) those persons designated as an alternate payee under a Qualified Domestic Relations Order (“QDRO”) who received a payment or became eligible to receive a payment from a Settlement Class member’s account pursuant to the terms of the QDRO prior to the end of the Class Period; and (2) those persons designated as a death beneficiary and received a distribution or became entitled to receive a distribution from a deceased Settlement Class member’s account prior to the end of the Class Period, provided “Member” shall not include any of the Defendants or their immediate family members per the terms of the Settlement Agreement.

3. **“Current Plan Participant”** shall mean: (i) a participant in the Plan whose Plan Account held units in the Goodyear Stock Fund during the Settlement Class Period

and who, as of the Reference Date, is either employed by Goodyear or a subsidiary of Goodyear or who, while no longer employed by Goodyear or a subsidiary of Goodyear, has not received a complete distribution from the Plan; and (ii) a beneficiary or beneficiaries of a participant in the Plan under preceding subparagraph (i).

4. **“Former Plan Participant”** shall mean (i) a former participant in the Plan whose Plan Account held units in the Goodyear Stock Fund during the Settlement Class Period and who, as of the Reference Date, is not a Current Plan Participant; and (ii) a beneficiary or beneficiaries of such participant.

5. **“Goodyear Stock”** means the common stock of The Goodyear Tire & Rubber Company (“Goodyear”) traded on the New York Stock Exchange under the symbol GT.

6. **“Net Proceeds”** means the Settlement Fund net of costs or payments set forth in §§ 8.1, 8.2, 8.3 and 11.2 of the Settlement Agreement, including Class Notice, Settlement Plan Administrator fees and expenses, taxes on the Settlement Fund, and any Court approved attorneys’ fees and expenses and incentive payments to Lead Plaintiffs.

7. **“Participant”** means a person who was a participant, as that term is understood under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), in the Plan during the Settlement Class Period.

8. **“Plan”** means both (a) The Goodyear Tire & Rubber Company Employee Savings Plan for Salaried Employees and all predecessor and successor plans, individually and collectively, and any trusts created under that plan and (b) The Goodyear Tire & Rubber Company Employee Savings Plan for Bargaining Unit Employees and all predecessor and successor plans, individually and collectively, and any trusts created under that plan.

9. **“Reference Date”** shall mean the date not less than fifteen (15) business

days before the expected date of allocation in connection with this Plan of Allocation.

10. “**Settlement Class Period**” means January 1, 1998 to December 12, 2007, as defined in the Settlement Agreement.

11. “**Settlement Plan Administrator**” means the individual or entity as outlined in Settlement Agreement §§ 1.4.2, 8.3, and 8.3.2 appointed by the Court to perform the calculation described herein, who shall be responsible for administering the Settlement pursuant to the requirements of ERISA and any other applicable law or regulation, and shall be a fiduciary under ERISA with respect to such action. Neither Lead Plaintiffs, the Settlement Class, Class Counsel, nor Defendants and their counsel shall have any fiduciary role or responsibility for the calculations described herein, or the distribution of the Net Proceeds to Members.

12. “**Unlocatable Member**” shall mean a Member who, despite reasonable efforts, cannot be located by the Settlement Plan Administrator by sixty days following the allocation.

II. Calculation of Allocation

A. As soon as administratively feasible after the Effective Date of the Settlement, the Settlement Plan Administrator shall calculate the share of the Net Proceeds for each Member according to the following methodology:

B. For each Member, the Settlement Plan Administrator shall determine the approximate loss (“Net Loss”) as follows:

1. Net Loss $= (A+B)-(C+D)$, where, for each Member’s Account:
2. A = the total dollar value of the Account balance, as recorded by the Plan, in the Goodyear Stock Fund on January 1, 1998, or the first day the Member invested in the Goodyear Stock Fund;

3. B = the total dollar amount of any contribution(s), fund transfer(s) and loan repayments(s) invested in the Goodyear Stock Fund in the Account, if any, during the Settlement Class Period, as recorded by the Plan at the time acquired in the Account; and

4. C = the dollar amount of any distribution(s), fund transfer(s) and loan disbursement(s) from the Goodyear Stock Fund in the Account, if any, during the Settlement Class Period, as recorded by the Plan at the time disbursed from the Account;

5. D = the dollar value of the Account invested in the Goodyear Stock Fund on December 12, 2007; and

6. In performing this calculation, the Net Loss shall be reduced to reflect any forfeiture of shares during the Class Period.

C. The Net Loss of each individual Member as calculated in Section II.B will be totaled to yield the loss of the Plan as a whole over the Settlement Class Period (the “Plan Loss”).

D. The Settlement Plan Administrator shall calculate for the Account of each Member his or her “Preliminary Fractional Share” of the Plan Loss, which shall be the percentage derived by dividing each Member’s Net Loss by the Plan Loss.

E. The Settlement Plan Administrator shall then calculate for each Member his or her “Preliminary Dollar Recovery” of the Net Proceeds by multiplying the Member’s Preliminary Fractional Share by the Net Proceeds.

F. The Settlement Plan Administrator shall identify all Members whose Preliminary Dollar Recovery is greater than zero but less than fifteen dollars (\$15.00) (the “De Minimis Amount”). All such Members’ losses shall be deemed to be zero and no payments will be made to such Participants (the “De Minimis Loss Participants”). In such instances, the Settlement Plan

Administrator will return the De Minimis Loss Participants' calculated losses to the Net Proceeds for distribution to other Members whose share of the Net Proceeds was initially calculated to be \$15 or greater.

G. The Settlement Plan Administrator shall then determine the "Final Plan Loss" by subtracting from the Plan Loss the De Minimis amounts for each De Minimis Loss Participant identified in paragraph F.

H. The Settlement Plan Administrator shall then calculate for each Member who was not a De Minimis Loss Participant (i) his or her "Final Fractional Share" by dividing the Net Loss of each Member who was not a De Minimis Loss Participant by the Final Plan Loss, and (ii) his or her "Final Dollar Recovery" by multiplying the Net Proceeds by each such Members' Final Fractional Share. The sum of the Final Dollar Recoveries must equal the Net Proceeds.

I. Any portion of the Net Proceeds due to Unlocatable Members shall be administered in accordance with the Plan's procedures regarding unlocatable participants.

J. In light of the manner in which the Plan data are kept and the efficacy with which the Plan data can be used to locate Members and to allocate each Member's Final Dollar Recovery, it may be appropriate to modify some of the features of these calculations. Such modifications shall be acceptable as long as each Member receives his or her share of the Net Proceeds based approximately on the decline in the value of units of the Goodyear Stock Fund that he or she held over the Settlement Class Period as a proportion of the decline in the value of units of the Goodyear Stock Fund held by all Members; and provided, that subsequent distributions take place, if possible, through the Plan as an entity or a sub-trust of the Plan so as to maximize the tax advantages to Members of investment in the Plan.

III. Distribution of the Allocated Amounts

A. As soon as practicable after calculating each Member's Final Dollar Recovery pursuant to section II, *supra*, the Net Proceeds shall be dispersed as follows:

1. Distributions to Current Plan Participants.

a. Class Counsel shall direct the Financial Institution to deposit the portion of the Net Proceeds attributable to Current Plan Participants with The Goodyear Tire & Rubber Company Commingled Trust for the Plan ("Commingled Trust") for allocation by the Plan.

b. As promptly as possible after the funds are transferred to the Commingled Trust, the Financial Institution or Class Counsel shall provide the Plan's recordkeeper with the Final Dollar Recovery of each Member who was not a De Minimis Loss Participant which is to be allocated to his or her Account.

c. The deposited amount shall be allocated to each Member's investment fund(s) pursuant to the existing election the participant has in effect to invest current contributions, or if no election is in effect, then in the Plan's default investment and treated thereafter and administered for all purposes as income credited to the Current Plan Participant's Account under the Plan and shall be distributed only in accordance with applicable provisions of the Plan.

2. Distributions to Former Plan Participants.

a. Class Counsel shall direct the Settlement Plan Administrator to deposit the portion of the Net Proceeds attributable to Former Plan Participants into a subtrust of the Commingled Trust for the purpose of holding such amounts pending distribution to the Former Plan Participants.

b. The Settlement Plan Administrator shall be the recordkeeper and fiduciary responsible for the funds in the subtrust.

c. As promptly as possible after the funds are deposited into the subtrust, the Settlement Plan Administrator shall prepare a notice and election forms to be issued to the Former Plan Participants that explains the various options with respect to amounts to which they are entitled in the subtrust.

d. As promptly as possible after deposit of the portion of the Net Proceeds attributable to the Former Plan Participants into the subtrust and creation of a Temporary Account for each Former Plan Participant, the Settlement Plan Administrator shall deposit into each Former Plan Participant's Temporary Account his or her Final Dollar Recovery as calculated.

e. The deposited amount shall be invested in a suitable short term investment vehicle, the primary purpose of which is the preservation of assets, selected by the Settlement Plan Administrator until distributed pursuant to the Former Plan Participant's election made pursuant to paragraph III.2.c.

f. Neither Lead Plaintiffs, the Settlement Class, Class Counsel, Fiduciary Counselors Inc. nor Defendants and their counsel shall be considered fiduciaries with respect to any assets held in the subtrust.

g. The Settlement Plan Administrator shall be assigned all fiduciary responsibility for the subtrust.

h. If any funds in the subtrust are not claimed, they will be returned to the Plan and administered in accordance with the Plan's procedures regarding unlocatable participants.

i. The Settlement Plan Administrator, or its agents, using the Plan's Employer Identification Number, shall report and remit to the Internal Revenue Service and applicable state revenue agencies any applicable tax withholdings of distributions to Former Plan Participants.

j. The establishment and payment of funds from a subtrust of the Commingled Trust does not affect the tax qualified status of the Plan nor does it constitute a violation of Title I of ERISA.

k. To the extent the procedures set forth in (a) through (j) above are not feasible or would be unduly burdensome or expensive to follow, the Parties may modify such procedures subject to the approval of the Independent Settlement Fiduciary.

B. The Settlement Plan Administrator shall, in the course of calculating the allocations, from time to time consult with Class Counsel. At least fifteen (15) days prior to the allocation to Members, the Settlement Plan Administrator shall provide to Goodyear's counsel and Class Counsel the methodology used in calculating Account losses as well as a sampling of the summaries, compilations, calculations, or tabulations of the claims and amounts described herein, including a complete listing setting out the amount of allocations to each Member.

IV. Continuing Jurisdiction

A. The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

IT IS SO ORDERED, ADJUDGED AND DECREED.