

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE: THE GOODYEAR TIRE & RUBBER  
COMPANY ERISA LITIGATION

Civil Case No. 5:03-CV-2182-JRA

NOTICE OF CLASS ACTION SETTLEMENT,  
SETTLEMENT FAIRNESS HEARING AND MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF  
ATTORNEYS' EXPENSES

TO THE FOLLOWING "SETTLEMENT CLASS":

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

**PLEASE READ THIS NOTICE CAREFULLY.  
A FEDERAL COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION.**

The United States District Court for the Northern District of Ohio (the "Court") has preliminarily approved a proposed settlement (the "Settlement") of a class action lawsuit, *In Re: The Goodyear Tire & Rubber Company ERISA Litigation*, Case No.5:03-CV-2182-JRA (the "Lawsuit"), brought under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") against The Goodyear Tire & Rubber Company and other Defendants. (Capitalized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Settlement Agreement.) The Settlement is with the Defendants and would release all Defendants from all claims filed or that could have been filed against them in the Lawsuit. This means the claims brought in the Lawsuit cannot be refiled. This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Settlement Agreement. . The Settlement Agreement, and additional information with respect to the Lawsuit and the Settlement, is available at <http://www.goodyearERISAsettlement.com>, or from counsel for the Settlement Class ("Class Counsel") (listed at page 2 below).

The Settlement provides for payment of *Eight Million Three Hundred Seventy-Five Thousand Dollars, U.S. Dollars* (\$8,375,000.00) into a Settlement Fund Account as well as certain forms of non-monetary relief described below. The net amount in the Settlement Fund Account, after addition of earned interest and after deduction of Court-approved attorneys' fees, Lead Plaintiffs' incentive payments, Settlement administration fees and expenses, and Settlement implementation expenses (the "Net Proceeds"), will be allocated to the Plan accounts of members of the Settlement Class, according to a Plan of Allocation to be approved by the Court, and which is summarized below ("Plan of Allocation").

The Court has scheduled a hearing concerning final approval of the Settlement and Class Counsel's motion for attorneys' fees and expenses. That hearing, before the Honorable John R. Adams, is scheduled on October 16, 2008 at 2:00 p.m. in Courtroom 588 at the United States Courthouse, Two South Main Street, Akron, Ohio 44308-1813. If approved, the Settlement would bind you as a member of the Settlement Class. You may appear at this hearing, and/or object to the Settlement. Any objections to the Settlement or the motion for attorneys' fees and expenses must be served in writing on the Court, and the Parties' counsel. More information about the hearing and how to object is explained on pages 7-8 of this Notice.

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU NEED NOT APPEAR IN COURT, AND YOU NEED NOT HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE**

**Questions? Please Call 1-888-299-1179 or visit [www.goodyearERISAsettlement.com](http://www.goodyearERISAsettlement.com). Do not call Goodyear or the Court, as they cannot answer your questions.**

**SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.**

**Your Legal Rights and Options in this Settlement:**

<p><b>You Can Do Nothing.</b></p> <p>No Action is Necessary to Receive Payment for Your Share (if any) of the Class Settlement Amount.</p>	<ul style="list-style-type: none"> <li>• If the Settlement is approved by the Court and you are a Settlement Class member, you will not need to do anything to receive a payment of your share (if any) of the Net Proceeds (“Settlement Proceeds”), and the payment will be directed into a Plan account as described below.</li> <li>• If you are a Settlement Class member and a current Plan participant, your Settlement Proceeds will be deposited into your Plan account based on the investment direction you have selected for your contributions. If there is no investment direction on file for you, your Settlement Proceeds will be directed into a default investment option, pending receipt of investment direction from you.</li> <li>• If you are a Settlement Class member and <b>not</b> a current Plan participant, your Settlement Proceeds will be deposited into a subtrust under the direction of the Settlement Plan Administrator. and distributed to you in accordance with the Plan of Allocation and applicable law. You will receive a notice from the Settlement Plan Administrator that explains your options regarding distribution of your Settlement Proceeds.</li> </ul>
<p><b>You Can Object (by October 2, 2008).</b></p>	<p>You can write to the Court if you don’t like the Settlement.</p>
<p><b>You Can Go To A Hearing (on October 16, 2008).</b></p>	<p>You can ask to speak in Court about the fairness of the Settlement.</p>

These rights and options – **and the deadlines to exercise them** – are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Proceeds will be paid only if the Court approves the Settlement and that approval is upheld in the event of any appeals.

Further information regarding the Lawsuit and this Notice may be obtained by contacting:

**Class Counsel:**

KELLER ROHRBACK L.L.P.  
 Lynn Lincoln Sarko  
 Derek W. Loeser  
 1201 Third Avenue, Suite 3200  
 Seattle, Washington 98101-3052

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**Questions? Please Call 1-888-299-1179 or visit [www.goodyearERISAsettlement.com](http://www.goodyearERISAsettlement.com). Do not call Goodyear or the Court, as they cannot answer your questions.**

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**SUMMARY OF CASE**

As described in more detail below and in the Consolidated Amended Complaint filed in the Lawsuit, this Lawsuit concerns allegations that Defendants breached fiduciary duties they purportedly owed to participants and beneficiaries in the Plan during the Class Period. The Defendants deny the allegations. Copies of Plaintiffs' Consolidated Amended Complaint and other documents filed in the Lawsuit are available at <http://www.goodyearERISAsettlement.com>.

**SUMMARY OF SETTLEMENT**

Goodyear's Insurer will cause the Settlement Fund Account to be funded, consisting of *Eight Million Three Hundred Seventy-Five Thousand Dollars* (\$8,375,000.00) in cash. The net amount in the Settlement Fund Account, after addition of interest earned and after deduction of Court-approved attorneys' fees, Lead Plaintiffs' incentive payments, Settlement administration fees and expenses, and Settlement implementation expenses, also referred to as the Net Proceeds, will be paid to the Plan and allocated among Settlement Class members according to a Plan of Allocation to be approved by the Court.

As part of the Settlement, Goodyear also agrees to the following non-monetary terms:

- (a) 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.
- (b) The Plan will retain an independent fiduciary for the Goodyear Stock Fund.
- (c) 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.

**Questions? Please Call 1-888-299-1179 or visit [www.goodyearERISAsettlement.com](http://www.goodyearERISAsettlement.com). Do not call Goodyear or the Court, as they cannot answer your questions.**

(d) 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.

(e) Goodyear will establish an “investment education protocol” to be agreed upon by the Parties.

#### **STATEMENT OF POTENTIAL OUTCOME OF THE LAWSUIT**

Class Counsel believe that the claims against Defendants are well-grounded in law and fact, and that breaches of fiduciary duty under ERISA occurred in this case. However, as with any litigated case, the Settlement Class would face an uncertain outcome if the Lawsuit were to continue against the Defendants. Continued litigation of the Lawsuit could result in a judgment or verdict greater or lesser than the recovery under the Settlement Agreement, or in no recovery at all. In evaluating the Settlement, Class Counsel have considered the range of possible recoveries if the claims against the Defendants were adjudicated rather than settled.

Class Counsel believe that the Settlement reflects a reasonable compromise in light of the range of possible outcomes. Class Counsel believe that the Settlement is preferable rather than continuing to litigate, and is in the best interests of the Settlement Class because the Settlement provides certainty to the Settlement Class with respect to the amount of recovery and should result in the recovery actually being realized substantially prior to the time it would be were the case successfully litigated to a conclusion.

Throughout this Lawsuit, Defendants have denied and continue to deny the claims and contentions alleged by Plaintiffs. Nevertheless, Defendants, in consultation with counsel and with the encouragement of their insurers, have concluded that it is desirable that the Lawsuit be fully and finally settled on the terms and conditions set forth in the Settlement Agreement, thereby avoiding the risks, burden and expense associated with the Lawsuit. Nothing about the Settlement shall be deemed to constitute any finding or concession of fault, liability, or wrongdoing by the Defendants, or give rise to any inference or admission of such fault, liability, or wrongdoing. In the Settlement Agreement, the Settlement Class and Plaintiffs agree that nothing in it, including the requirement to establish and fund the Settlement Fund Account, shall be deemed to constitute any finding or concession of fault, liability, or wrongdoing by the Defendants, or give rise to any inference or admission of such fault, liability, or wrongdoing.

#### **STATEMENT OF ATTORNEYS’ FEES AND EXPENSES SOUGHT IN THE LAWSUIT**

Class Counsel in the Lawsuit will submit a fee petition to the Court in which they will ask the Court to award them attorneys’ fees not in excess of 30% of the Settlement Fund, plus reimbursement of certain costs and expenses identified in the Settlement Agreement. These attorneys’ fees and expenses awarded by the Court, Lead Plaintiffs’ incentive payments and payment of certain administrative fees and expenses related to implementing the Settlement, including the Plan of Allocation, will be deducted from the Settlement Fund (which will include any earned interest) in arriving at the Net Proceeds.

#### **WHAT WILL THE LEAD PLAINTIFFS GET?**

The Lead Plaintiffs will share in the allocation of the Settlement Fund paid to the Plan on the same basis and to the same extent as all other members of the Settlement Class. In addition, the Court, in its discretion, may award each of the Lead Plaintiffs an incentive payment (“Case Contribution Award”) of up to five thousand dollars (\$5,000.00). The determination of whether to grant a Case Contribution Award, and for what amount, will be made by the Court at the Fairness Hearing described below.

#### **BASIC INFORMATION**

Why did I get this Notice package?

You or someone in your family are or may have been a participant or beneficiary of the Plan during the Class Period and thus may be a member of the Settlement Class. The Court caused this Notice to be sent to you because, if you are a member of the Settlement Class, you have a right to know about the Settlement and all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Proceeds will be paid to the Plan and then allocated among Settlement Class members according to the Court-approved Plan of Allocation. This Notice package describes the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Lawsuit is the United States District Court for the Northern District of Ohio. The individuals who sued are called “Plaintiffs,” and the people/entities sued are called “Defendants.” The Lawsuit that is the

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subject of this Notice and the Settlement is known as *In Re: The Goodyear Tire & Rubber Company ERISA Litigation*, Case No. 5:03-CV-2182-JRA.

#### What is the Lawsuit about?

During the Class Period, the accounts of certain participants in the Plan were invested, in part, in the Goodyear Stock Fund, which held shares of Goodyear Stock. The Plaintiffs claim that the Defendants were fiduciaries of the Plan and allegedly violated fiduciary duties under ERISA, which were owed to participants and beneficiaries of the Plan. The Plaintiffs allege that the Defendants failed to act appropriately because the Plan's holdings of Goodyear Stock in the Goodyear Stock Fund purportedly became an imprudent investment. The Defendants deny these allegations. In the Complaint, Plaintiffs asserted causes of action for the losses suffered by the Plan as the result of the alleged breaches of fiduciary duty by the Defendants. The Defendants filed Answers denying the allegations of the Complaint, and denying any liability to Plaintiffs or to the Plan.

#### Why is this case a class action?

In a class action, one or more Plaintiffs, called "Lead Plaintiffs," sue on behalf of a large number of people who are alleged to have similar claims. All of the individuals on whose behalf the Lead Plaintiffs are suing are "Class Members." One court resolves the issues for all Class Members. In its order setting the Fairness Hearing, the Court preliminarily certified the Settlement Class in the Lawsuit.

The Lead Plaintiffs in the Lawsuit are George W. Loomis, Richard A. Lindstrom, Joseph Prather, Sherise Prather, and Johnny T. Dyer, who were participants in the Plan during the Class Period.

#### Why is there a settlement?

Plaintiffs and Defendants have agreed to a Settlement to avoid the cost, risk, time, and disruption of continued discovery and a trial. Class Counsel believe that the Settlement is the best option for the Settlement Class members, for the reasons described above in the section entitled "Statement of Potential Outcome of the Lawsuit." An independent entity, known as an independent fiduciary (the "Independent Settlement Fiduciary"), has been retained to evaluate the fairness of the Settlement and Settlement Agreement to the Plan and its participants. The Independent Settlement Fiduciary's duty is to act in the best interest of the Plan and its participants.

#### **WHO PARTICIPATES IN THE SETTLEMENT**

To see if any of the proceeds of this Settlement will be allocated to your Plan account, you first must determine whether you are a member of the Settlement Class.

#### How do I know whether I am part of the Settlement?

The Court has conditionally certified the following Settlement Class:

All persons who were participants in or beneficiaries of (a) The Goodyear Tire & Rubber Company Employee Savings Plan for Salaried Employees, or (b) The Goodyear Tire & Rubber Company Employee Savings Plan for Bargaining Unit Employees 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.

#### Are there exceptions to being included?

All Plan participants described above are members of the Settlement Class ("Settlement Class members"), with the exception of the individual Defendants named in the Lawsuit and their immediate family.

#### **THE SETTLEMENT BENEFITS - WHAT YOU GET**

#### What does the Settlement provide?

A Settlement Fund consisting of *Eight Million Three Hundred Seventy-Five Thousand Dollars* (\$8,375,000.00) in cash has been established. The net amount in the Settlement Fund, after the addition of earned interest and the deduction of Court-approved attorneys' fees, Case Contribution Awards, Settlement administration fees and expenses, and Settlement implementation expenses (referred to as the Net Proceeds), will be allocated to members of the Settlement Class according to the Plan of Allocation to be approved by the Court, and generally described below.

**Questions? Please Call 1-888-299-1179 or visit [www.goodyearERISAsettlement.com](http://www.goodyearERISAsettlement.com). Do not call Goodyear or the Court, as they cannot answer your questions.**

## How much will my settlement payment be?

Plaintiffs will propose a Plan of Allocation to the Court that will set forth the process for distributing the Settlement to the Class members. The way in which the Settlement is distributed will depend on the Plan data that is recoverable. In the event that complete Plan data is recoverable for the entire Class Period by the Plan record keepers, your share of the Net Proceeds will depend on your investment in the Goodyear Stock Fund in your Plan account during the Class Period and each Settlement Class member's share of the Net Proceeds will be determined according to the following formula:

A. Your Net Loss Is Calculated As Follows:

Your "Net Loss" under the Plan of Allocation is (1) the dollar value of your holdings in the Goodyear Stock Fund on January 1, 1998 (the start of the Class Period), (2) plus the total contributions and fund transfer made to the Goodyear Stock Fund during the Class Period, (3) minus the dollar value of distributions and fund transfers from the Goodyear Stock Fund during the Class Period, (4) minus the dollar value of your holdings in the Goodyear Stock Fund effective as of December 12, 2007 (based on the proceeds from the liquidation of the Goodyear Stock Fund posted to your account on December 12, 2007).

B. Your Net Loss Percentage Is Calculated As Follows:

Your "Net Loss Percentage" will be determined by dividing your Net Loss by the total Net Loss of all Settlement Class members.

C. Your Share of the Class Settlement Amount Is Calculated As Follows:

Your share of the Net Proceeds (your "Settlement Proceeds") will be your Net Loss Percentage multiplied by the Net Proceeds; provided that a share of the Net Proceeds less than \$15 will be deemed to be zero. Thus, if your share of the Net Proceeds is calculated to be less than \$15 under this formula, your share will be deemed zero, no payment will be sent to you, and the amount of your calculated share of the Net Proceeds (less than \$15) will be restored to the Net Proceeds for distribution to other Settlement Class members whose share of the Net Proceeds was initially calculated to be \$15 or greater.

The Court will be asked to approve a more detailed statement of the Plan of Allocation, a copy of which will be available along with other settlement documents at [www.goodyearERISAsettlement.com](http://www.goodyearERISAsettlement.com). The terms of the Plan of Allocation approved by the Court will control as to the final determination of your share of the Net Proceeds and the amount of your Settlement Proceeds.

In the event that Plan data for the entire Class Period is not recoverable through reasonable efforts, Class Counsel will work with the Independent Settlement Fiduciary to develop a fair and reasonable allocation process, and will submit a modified Plan of Allocation to the Court for review and approval.

**You are not responsible for calculating the amount you may be entitled to receive under the Plan of Allocation.** This calculation will be done as part of the implementation of the Settlement. **Do not worry if you do not have records concerning your Plan account.** If you are entitled to a share of the Net Proceeds, you will receive a statement showing the amount of your share. However, your Settlement Proceeds may be less than your actual losses. If you have questions regarding the Settlement or the Plan of Allocation, please contact the counsel listed on page 2 of this notice above.

## How can I get any settlement payment that I am due?

You do not need to file a claim for recovery.

- If you are a Settlement Class member and a current Plan participant, your Settlement Proceeds as calculated pursuant to the Plan of Allocation and summarized above will be deposited into your Plan account based on the investment direction you have selected for your contributions. If there is no investment direction on file for you, your Settlement Proceeds will be directed into the Plan's default investment option, which can be reallocated among the Plan's investment alternatives pursuant to normal Plan procedures..
- If you are a Settlement Class member and **not** a current Plan participant, your Settlement Proceeds as calculated pursuant to the Plan of Allocation and summarized above will be deposited into a subtrust under the direction of the Settlement Plan Administrator and distributed to you in accordance with the Plan of Allocation and applicable law. You will receive a notice from the Settlement Plan Administrator that explains your options regarding distribution of your Settlement Proceeds.

**Questions? Please Call 1-888-299-1179 or visit [www.goodyearERISAsettlement.com](http://www.goodyearERISAsettlement.com). Do not call Goodyear or the Court, as they cannot answer your questions.**

When would I get my payment?

The Net Proceeds will be paid to the Plan and allocated to the accounts of Settlement Class members pursuant to the Plan of Allocation, as soon as possible after final approval has been obtained for the Settlement (which includes exhaustion of any appeals). Any appeal of the final approval may take a year or more. Please be patient.

**There Will Be No Payments If The Settlement Is Terminated**

Defendants may withdraw from and terminate the Settlement Agreement on several grounds, including: (1) if the Court does not approve the Settlement or materially modifies it; (2) if the Independent Fiduciary hired to evaluate the Settlement does not approve it; or (3) if the Court's order approving the Settlement is reversed or modified on appeal. The Settlement Agreement describes other conditions in which Defendants may withdraw from the Settlement. In the event any of these conditions occur, you will not receive your Settlement Proceeds, and the Lawsuit against Defendants will resume.

**YOU CANNOT EXCLUDE YOURSELF FROM THE SETTLEMENT**

Can I exclude myself from the Settlement?

No. In some class actions, class members have the opportunity to exclude themselves from a settlement. This is sometimes referred to as "opting out" of the settlement. **Because of the way ERISA operates, you do not have the right to exclude yourself from the Settlement in this case.** For purposes of the Settlement, the Settlement Class was preliminarily certified under Federal Rule of Civil Procedure 23(b)(1) as a "non-opt-out" class. Breach of fiduciary duty claims must be brought by participants on behalf of the Plan, and any judgment or resolution necessarily applies to all Plan participants and beneficiaries. As such, it is not possible for any participants or beneficiaries to exclude themselves from the benefits of the Settlement. **Therefore, you will be bound by any judgments or orders that are entered in this Lawsuit, and, if the Settlement is approved, you will be deemed to have released the Defendants from any and all claims that were or could have been asserted in this case on your behalf or on behalf of the Plan or otherwise included in the release in the Settlement Agreement, other than your right to obtain the relief provided to you, if any, by the Settlement, including your Settlement Proceeds, if any.**

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve the Settlement. See question "How do I tell the Court that I don't like the Settlement?" below.

**THE LAWYERS REPRESENTING YOU**

Do I have a lawyer in the case?

The Court has appointed Keller Rohrback L.L.P. as Class Counsel for the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel, who have pursued this Lawsuit on a contingent basis, will file a motion for the award of attorneys' fees and expenses. This motion will be considered at the Fairness Hearing. As previously described, Class Counsel will seek attorneys' fees not in excess of 30% of the Settlement Fund, plus reimbursement of costs and expenses. These fees and expenses awarded by the Court will be deducted from the Settlement Fund.

**OBJECTING TO THE SETTLEMENT OR THE ATTORNEYS' FEES**

You can tell the Court that you do not agree with the Settlement or some part of it.

How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must send a letter or other written filing saying that you object to the Settlement. Be sure to include the following case caption "*In Re: The Goodyear Tire & Rubber Company ERISA Litigation*, Case No. 5:03-CV-2182-JRA." In addition, your objection must include your name, address, telephone number, signature, and the reasons you object to the Settlement. **Mail the objection to the three different places below postmarked no later than October 2, 2008. You must mail your objection by this date. If you fail to do so, the Court will not consider your objections.** If you plan to speak at the Fairness Hearing, you must send a Notice of Intention to Appear along with your objection, as described below.

**Questions? Please Call 1-888-299-1179 or visit [www.goodyearERISAsettlement.com](http://www.goodyearERISAsettlement.com). Do not call Goodyear or the Court, as they cannot answer your questions.**

Court	Class Counsel	Defense Counsel
<b>Clerk of the Court</b> <b>Northern District of Ohio</b> <b>568 United States Courthouse</b> <b>Federal Building</b> <b>Two South Main Street</b> <b>Akron, Ohio 44308-1813</b>	<b>Keller Rohrback L.L.P.</b> <b>Lynn Lincoln Sarko</b> <b>Derek W. Loeser</b> <b>1201 Third Avenue, Suite 3200</b> <b>Seattle, Washington 98101-3052</b>	<b>Morgan Lewis &amp; Bockius LLP</b> <b>Gregory C. Braden</b> <b>Christopher A. Weals</b> <b>1111 Pennsylvania Ave., N.W.</b> <b>Washington, DC 20004</b>

**Again, all papers submitted must include “In Re: The Goodyear Tire & Rubber Company ERISA Litigation, Case No. 5:03-CV-2182-JRA.” on the front page.**

### **THE COURT’S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but it is not necessary.

When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend. The Court will hold the Fairness Hearing at 2:00 p.m. on October 16, 2008 in Courtroom 588 at the United States Courthouse, Two South Main Street, Akron, Ohio 44308-1813. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for attorneys’ fees and expenses.

Do I have to come to the Fairness Hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to voice your objection in person. As long as you mail your written objection on time, the Court will consider it when determining whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but attendance is not necessary.

May I speak at the Fairness Hearing?

If you are a Settlement Class member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a “Notice of Intention to Appear at Fairness Hearing in “*In Re: The Goodyear tire & Rubber Company ERISA Litigation, Case No. 5:03-CV-2182-JRA.*” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than October 2, 2008 and sent to the Clerk of the Court, Class Counsel, and Defendants’ counsel at the addresses listed above.

### **IF YOU DO NOTHING**

What happens if I do nothing at all?

If you do nothing and you are a Settlement Class member, you will participate in the Settlement of the Lawsuit as described above in this Notice if the Settlement is approved.

### **GETTING MORE INFORMATION**

Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. The complete Settlement is set forth in the Settlement Agreement as amended May 22, 2008. You may obtain a copy of the Settlement Agreement and amendment by making a written request to Class Counsel listed on page 2 above. Copies may also be obtained at <http://www.goodyearERISAsettlement.com>.

How do I get more information?

You can contact the Settlement Plan Administrator if you have any comments and questions regarding the Settlement at a toll-free phone number 1-888-299-1179, or via e-mail at [claimsadministrator@goodyearerisa.com](mailto:claimsadministrator@goodyearerisa.com). In addition, you can contact Class Counsel, by mail (see counsel address listed on page 2), via a website at <http://www.goodyearERISAsettlement.com> or via e-mail at [goodyearerisa@kellerrohrback.com](mailto:goodyearerisa@kellerrohrback.com) for more information regarding the Settlement.

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