INFORMATION REDACTED PURSUANT TOTHE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

U.S. Department of Transportation
National Highway Traffic Safety Administration

NHTSA

1200 New Jersey Avenue SE.
Washington, DC 20590

APR - 3 2018

Mark V. Cherveny, Manager
Global Regulations, Standards and Compliance
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316-0001

NEF-106
PE17-009ad

Dear Mr. Cherveny:

This letter is to inform you that the Office of Defects Investigation (ODI) of the National Highway Traffic Safety Administration (NHTSA) has opened a Preliminary Evaluation (PE17-009) to investigate allegations tire failures on Class A motorhomes and to request certain information about the field performance, design and construction of these tires.

The Office of Defects investigation has received 10 consumer complaints alleging failures of Goodyear G159 tires on motor homes. Two of these complaints allege a crash occurred as a result of the tire failures. Goodyear separately reported 9 claims under 49 CFR Part 579 alleging 1 death and 13 injuries. NHTSA has also received a large volume of information produced by Goodyear in a personal injury case entitled [redacted] v. Goodyear Tire and Rubber Company (aka [redacted]). The foregoing Federal Court protective order remained in effect when a subsequent suit against Goodyear was filed in the Maricopa County Arizona Superior Court case entitled Estate of [redacted] v. Goodyear Tire and Rubber Company, et al, (aka [redacted] A February 11, 2016 order entered by the Maricopa County Superior Court in [redacted] II, modified the [redacted] I protective order so safety related materials provided to Mr. [redacted] in [redacted] I could be released to NHTSA if Goodyear was provided the opportunity to request that NHTSA grant confidential treatment. Subsequently, the Maricopa County Court vacated the protective order on July 7, 2017 subject to a stay pending appeal. That appeal is pending.

Unless otherwise stated in the text, the following definitions apply to this information request:

- **Subject Tire(s):** all G159 tires manufactured by Goodyear since January 1, 1996 designed to be mounted to a 22.5" diameter rim sold as either original or replacement equipment to recreational vehicle (RV) manufacturers or users, including but not limited to, tires designated as size 275/70R22.5, 275/80R22.5, 295/80R22.5, and 12R22.5.

- **Corporate Safety Committee:** The committee or group within Goodyear with the authority to determine that a Goodyear product contains a defect related to motor vehicle

safety under Chapter 301 of Title 49 of the United States Code (49 U.S.C. 30101 et. seq.) (The Safety Act).

- **Replacement Tire(s):** all G670 tires manufactured by Goodyear since January 2000 designed to be mounted to a 22.5" diameter rim sold as either original or replacement equipment to recreational vehicle (RV) manufacturers, including but not limited to, tires designated as size 275/70R22.5, 275/80R22.5, 295/80R22.5, and 12R22.5.

- **Goodyear Peer Tire(s):** all tires manufactured by Goodyear of the equivalent size and capacity as the "subject tire(s)" and the "replacement tire(s)" described above but sold as either original or replacement equipment for applications other than the recreational vehicle (RV) application (i.e. sales complementary to, but exclusive from, the "subject tire(s) and the "replacement tire(s)" described above) including, but not limited to, tire sizes 275/70R22.5, 275/80R22.5, 295/80R22.5, and 12R22.5.

- **Alleged Defect:** Tire failure caused by an abrupt loss of air, whether confirmed or alleged, including but not limited to, (1) air loss resulting in inability of the tire to support the wheel load; (2) blow-out; (3) tire rupture; (4) rapid deflation; (5) tread separation/detachment; (6) belt separation/detachment; (7) liner failure; (8) sidewall cracking; and the like.

- **Goodyear Tires ("Goodyear"):** all of its past and present officers and employees, whether assigned to its principal offices or any of its field or other locations, including all of its divisions, subsidiaries (whether or not incorporated) and affiliated enterprises and all of their headquarters, regional, zone and other offices and their employees, and all agents, contractors, consultants, attorneys and law firms, and other persons engaged directly or indirectly (e.g., employee of a consultant) by or under the control of Goodyear (including all business units and persons previously referred to), who are or, in or after 2000, were involved in any way with any of the following related to the alleged defect in the subject tires:

  a. Design, engineering, analysis, modification, or production (e.g. quality control);
  b. Testing, assessment, or evaluation;
  c. Consideration, or recognition of potential or actual defects, reporting, record-keeping and information management (e.g. complaints, field reports, warranty information, parts sales), analysis claims, or lawsuits; or
  d. Communication to, from, or intended for zone representatives, fleets, dealers, or other field locations, including but not limited to people who have the capacity to obtain information from dealers.

- **Failure Reports:** Reports from all sources including, but not limited to, warranty claims, owner, dealer, or manufacturer's complaints; and/or reports of a tire failure in any position (whether front, rear inner, or rear outer) caused by the alleged defect.

  "Failure reports" should include reports of tire failures that Goodyear has determined through normal and reasonable investigation of warranty claims, complaints, and/or

reports, were caused by normal wear out, misuse or abuse, road debris, and/or other similar causes but should provide a short description, explanation, or other identifier that distinguishes reports due to these types of causes.

- **Returned Tire Report:** An analysis of a tire returned from the field to a central location maintained by, or on behalf of, Goodyear in which the tire at issue is subject to detailed examination.

- **Document:** "Document(s)" is used in the broadest sense of the word and shall mean all original written, printed, typed, recorded, or graphic matter whatsoever, however produced or reproduced, of every kind, nature, and description, and all non-identical copies of both sides thereof, including, but not limited to, papers, letters, memoranda, correspondence, communications, electronic mail (e-mail) messages (existing in hard copy and/or in electronic storage), faxes, mailgrams, telegrams, cables, telex messages, notes, annotations, working papers, drafts, minutes, records, audio and video recordings, data, databases, other information bases, summaries, charts, tables, graphics, other visual displays, photographs, statements, interviews, opinions, reports, newspaper articles, studies, analyses, evaluations, interpretations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, instructions, blueprints, drawings, as-builts, changes, manuals, publications, work schedules, journals, statistical data, desk, portable and computer calendars, appointment books, diaries, travel reports, lists, tabulations, computer printouts, data processing program libraries, data processing inputs and outputs, microfilms, microfiches, statements for services, resolutions, financial statements, governmental records, business records, personnel records, work orders, pleadings, discovery in any form, affidavits, motions, responses to discovery, all transcripts, administrative filings and all mechanical, magnetic, photographic and electronic records or recordings of any kind, including any storage media associated with computers, including, but not limited to, information on hard drives, floppy disks, backup tapes, and zip drives, electronic communications, including but not limited to, the Internet and shall include any drafts or revisions pertaining to any of the foregoing, all other things similar to any of the foregoing, however denominated by Goodyear, any other data compilations from which information can be obtained, translated if necessary, into a usable form and any other documents. For purposes of this request, any document which contains any note, comment, addition, deletion, insertion, annotation, or otherwise comprises a non-identical copy of another document shall be treated as a separate document subject to production. In all cases where original and any non-identical copies are not available, "document(s)"also means any identical copies of the original and all non-identical copies thereof. Any document, record, graph, chart, film or photograph originally produced in color must be provided in color. Furnish all documents whether verified by Goodyear or not. If a document is not in the English language, provide both the original document and an English translation of the document.

- **Other Terms:** To the extent that they are used I these information requests, the terms "claim," "consumer complaint," "dealer field report," "field report," "fire," "fleet," "good will," "make," "model," "model year," "notice," "property damage," "property damage claim, "rollover," "type," "warranty," "warranty adjustment," and "warranty claim," whether used in a singular or in plural form, have the same meaning as found in 49 CFR 579.4.

In order for my staff to evaluate the alleged defect, certain information is required. Pursuant to 49 U.S.C. § 30166, please provide numbered responses to the following information requests. Insofar as Goodyear has previously provided a document to ODI, Goodyear may either produce it again, or identify the document, the document submission to ODI in which it was included and the precise location in that submission where the document is located, unless otherwise provided in the questions below. When documents are produced, the documents shall be produced in an identified, organized manner that corresponds with the Information Request letter (including the subparts). When documents are produced and the documents would not, standing alone, be self-explanatory, the production of documents shall be supplemented and accompanied by explanation.

Please repeat the applicable request verbatim above each response. After Goodyear's response to each request, identify the source of the information and indicate the last date the information was gathered.

If Goodyear cannot respond to any specific request or subpart thereof, please state the reason why it is unable to do so. If Goodyear claims that any document or other information or material responsive to any of the following items need not be provided to NHTSA because it is privileged or the work product of an attorney, separately by information request number, for each document or other information or material, state the nature of that information or material and identify any document in which it is found by date, subject or title, name and position of the person from, and the person to whom it was sent, and the name and position of any other recipient. Goodyear must also describe the basis for the claim, and explain why Goodyear believes it applies.

PRODUCTION

1. State the number of tires manufactured by Goodyear for each group of tires or family of tire sizes designed to be mounted to a 22.5" diameter rim (e.g. 275/70R22.5, 275/80R22.5, 295/80R22.5, and 12R22.5, etc.) since January 1996, provide a summary that indicates:

   (a) The number of tires in the specified size or size ranges that Goodyear sold each year since January 1, 1996;
   (b) Tire model name;
   (c) Tire manufacturing plant;
   (d) Load range;
   (e) Type/construction code;
   (f) Manufacturer date code;
   (g) The name and definition of each use case advertised as acceptable for each specified

size or size ranges reported;
(h) The numbers of each specific tire model name and tire size sold for use as original equipment or as a replacement tire for motorhome use, including, but not limited to, tires provided free of charge to either consumers or vehicle manufacturers; and
(i) Whether the tire specified is a subject (G159) tire, a replacement (G670) tire, or a peer tire.

Provide the data by monthly production volumes in a table in Microsoft Access 2010, or a compatible format (e.g., Excel), entitled "PRODUCTION DATA."

2. Identify other tire populations manufactured by Goodyear that share basic construction of "common greens" with the subject tire(s) by tire line, size, manufacturing plant, construction code, and year of manufacture. List any private brand names not already identified herein that these tires may have been sold under.

3. Furnish a table that defines the tire construction code found with the DOT codes applicable to the subject tire(s).

TIRE ATTRITION MODEL

4. For each given production year, provide an estimate of that subject tire(s) population's attrition over six-month intervals. For the same tire population, provide an estimate of an average tire's tread wear over six-month intervals.

Modifications in Design, Composition or Production

5. Provide an account of all design, composition and production changes made in the subject tires from January 1, 1996 to the present. For each such change provide:
   (a) The date on which the change was implemented;
   (b) The reasons for the change; and
   (c) Any all documents, studies, authorizations, change orders and related documents pertaining to the change.

6. For any of the modifications listed in the response to Question 5 above, identify those made in response to the field performance of the subject tires when mounted on Class A motorhomes.

7. Separately for the "subject tire(s)", "replacement tire(s)", and "peer tire(s)" as defined above, provide a list of all property damage claims, injury claims and lawsuits, paid and unpaid, received by Goodyear, or of which Goodyear is otherwise aware, pertaining to the subject and replacement tire(s). Include the following information for each claim in the listing:

   (a) Claim/lawsuit number;
   (b) Name, address, and telephone number of the owner or party filing the claim/lawsuit;
   (c) Incident date and date of claim;
   (d) Tire line, size, load range, advertised use case (e.g. Metro, RV, etc.), manufacturing

plant, and identification number (TIN);
(e) Vehicle make, model, model year, and identification number (VIN);
(f) Vehicle mileage;
(g) Position of tire on the vehicle at the time of failure (e.g. left rear inner);
(h) If the tire was a replacement tire installed under a service campaign or as a recall remedy;
(i) Incident state or zip code;
(j) Whether the incident involved a crash;
(k) Whether a crash involved a rollover;
(l) Numbers of injuries and deaths reported;
(m) The alleged failure mode;
(n) Whether Goodyear inspected all or pieces of the failed tire;
(o) Goodyear's opinion of the failure mode and causal factors;
(p) Any service condition or failure codes used by Goodyear to classify the failure condition;
(q) Remaining tread depth;
(r) The status of the claim (paid or unpaid);
(s) Reasons why payment was refused on unpaid claims; and
(t) Amount paid for each paid claim.

Provide the data by monthly production volumes in a table in Microsoft Access 2010, or a compatible format (e.g., Excel), entitled "CLAIMS DATA."

8. For each claim identified in Request 7 above, provide a summary description including causal and contributing factors, Goodyear's assessment of the problem, and copies of related documentation such as consumer complaint letters, photographs, police accident reports, cause/origin reports and tire examination reports or analyses performed by, or on behalf of, Goodyear including, but not limited to, reports by the Property Damage Claims Team or its equivalent.

9. For each claim identified in Request 7, provide copies of any and all settlement agreements, requests for settlement authority, case assessments and expert reports prepared by, or on behalf of, Goodyear.

10. For each alleged crash identified in Request 7 which resulted in formal legal proceedings initiated against Goodyear, provide copies of any and all deposition transcripts of experts testifying by, or on behalf of, Goodyear. For all such expert witnesses testifying at trial, provide transcripts of their testimony.

ADJUSTMENTS, SERVICE BULLETINS, CAMPAIGNS AND PUBLICATIONS

11. Separately for the "subject tire(s)", "replacement tire(s)", and "peer tire(s)" as defined above, provide a list of all warranty adjustments made by Goodyear for the "subject tire(s)", "replacement tire(s)", and "peer tire(s)" by line, load range, type/construction code, manufacturing plant, month and year of manufacture, incident date, date of adjustment, position on the vehicle, retailer assigned adjustment code and Goodyear assigned adjustment code.

Provide the data in a table in Microsoft Access 2010, or a compatible format (e.g., Excel), entitled "ADJUSTMENT DATA."

12. Produce copies of all lists of adjustment codes used to identify conditions in adjusted tires employed from January 1, 1996 to the present, including obsolescent codes and codes employed in service campaigns or customer service actions providing a free remedy. Specifically identify those codes associated with conditions that could cause rapid air loss which could lead to a loss of control when driving.

13. Produce copies of all service, warranty, repair manuals, and other documents that relate to, or may relate to, the alleged defect in the subject tire(s) and replacement tire(s), that Goodyear has issued to any dealers, regional or zone offices, field offices, fleet purchasers, tire dealerships, or other entities (including OE or second-stage vehicle manufacturers).

    This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Goodyear is planning to issue within the next 120 days.

14. Specifically in regard to Goodyear Product Service Bulletin #2002-20, state whether Goodyear replaced the G159 tires on 1999, 2000 and certain 2001 Monaco Windsor Class A motorhomes at no cost to either the vehicle owner or the manufacturer(s) of these vehicles. If the answer to the foregoing is in the affirmative, provide Goodyear's rationale for providing the replacement tires at no cost and copies of all documents relating to the issuance of this Product Service Bulletin.

15. Provide the following in relation to Product Service Bulletin #2002-20:

    (a) Any and all evaluations of the safety risks posed by the performance of the G159 tires on the Monaco Windsor motorhome prior to and contemporaneous with Goodyear's decision to issue the aforementioned Product Service Bulletin;
    (b) Any and all analyses of tires removed from service on the affected Monaco Windsor vehicle prior to or as a result of the issuance of Product Service Bulletin #2002-20;
    (c) Any and all analyses of the performance of the tires used to replace the G159 tires encompassed by Product Service Bulletin #2002-20; and
    (d) Goodyear's explanation of why the action taken in Product Service Bulletin #2002-20 was not pursued as a safety recall.

16. Provide a list of all service campaigns or safety recalls where the G159 or G670 tire was used to replace an existing tire on any motorhome or recreational vehicle. Either in the response to this question or by marking individual entries in the responses to Questions 1, 7 and 11, state the number of such tires installed on the aforementioned vehicles and provide adjustment and claims data for these tires.

INTERNAL STUDIES AND INVESTIGATIONS

17. For the period from January 1, 1996 to the present, describe in detail Goodyear's system(s) for monitoring tire service performance, including adjustment and property damage claim data. Include the following information in your description:

    (a) A detailed description of Goodyear's process for identifying potential safety-related defects in its products;
    (b) A detailed description of Goodyear's process for investigating potential safety-related defects in its products;
    (c) A detailed descriptions of Goodyear's processes for analyzing field data, including EWR data, in conjunction with 15(a) and 15(b);
    (d) Description of the three most recent investigations of potential safety-related defects that Goodyear conducted based on analysis of field data that resulted in safety recalls, including a description of what prompted each investigation, the analyses that were conducted, and a brief summary of the bases for the decision to conduct a safety recall; and
    (e) Descriptions of the three most recent investigations of potential safety-related defects that Goodyear conducted based on analyses of field data that did not lead to safety recalls, including a description of what prompted each investigation, the analyses that were conducted, the resolutions of each investigation, and a brief summary of the bases for the decisions.

18. Describe in detail the direction given to Goodyear's in-house counsel staff related to reporting potential safety issues within counsel's office and to other offices within Goodyear from January 1, 1996 to the present and attach any documents related to such direction or policies. In particular, indicate how in-house counsel staff would report safety issues outside of their regular chain of command, including to other persons or organizations within Goodyear responsible for evaluating tire safety, tire performance and/or identifying potential safety defects, during this period.

19. Describe the policies in effect, and any changes implemented (including the date of implementation), governing communications of potential safety concerns between Goodyear's in-house counsel office and senior executives within the company, including, but not limited to, officials within the Government Compliance and Product Performance group or its equivalent between January 1, 1996 and the present, including, but not limited to, the role of any legal privilege and the maintenance thereof in such communications. Provide copies of any all documents relating to these policies.

20. For the period from January 1, 1996 to the present, describe the process employed by Goodyear to analyze warranty and/or adjustment data to detect possible safety defects. In particular, state whether this process provides Goodyear the ability to determine if adjustment incidents or rates are higher for particular vehicle types (i.e. straight truck, truck tractor, trailer, recreational vehicle.) If the answer to the foregoing is in the affirmative, state when this capability was developed and whether Goodyear ever performed an analysis of the adjustment incidents or rates for the subject tire when fitted to Class A motorhomes. Provide copies of any and all such analyses.

21. For the period from January 1, 1996 to the present, describe the process employed by Goodyear to analyze property damage and personal injury claims to detect possible safety defects. Identify the person(s) or groups within Goodyear responsible for evaluating the aforementioned data to determine whether a safety related defect existed the subject tire and the replacement tire and the metrics employed in making such a determination. State whether Goodyear ever performed such an analysis of the claim incidents or rates for the subject tires and replacement tires when fitted to Class A motorhomes. Provide copies of any and all such analyses.

22. Describe all assessments, analyses, tests, tests results, studies, surveys, simulations, investigations, inquiries, and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect in the subject and/or replacement tire(s) that have been conducted, are being conducted, are planned, or are being planned by, or for Goodyear. For each such action, provide the following information:

    (a) Action title or identifier;
    (b) The actual or planned start date;
    (c) The actual or expected end date;
    (d) A brief summary of the subject and objective of the action;
    (e) Engineering group(s)/supplier(s) responsible for designing and for conduction the action; and
    (f) A brief summary of the findings and/or conclusions resulting from the action.

23. To the extent not provided in your response to Question 22 above, provide all Returned Tire Reports for the subject tires.

24. Furnish Goodyear's assessment of the alleged defect in the "subject tire(s)" and "replacement tire(s)" as described above. Include your assessment of the following information:

    (a) A comparison of the property damage claim rates of the subject and replacement tire(s) with those of the peer tire(s) by load range, manufacturing plant, production year, and EWR tire category (e.g. tread, sidewall, bead, other);
    (b) A comparison of the adjustment rates of the subject and replacement tire(s) with those of the peer tire(s) by load range, manufacturing plant, production year, and EWR tire category (e.g. tread, sidewall, bead, other);
    (c) Goodyear's assessment of and explanation for the property damage claims rate for the subject and replacement tire(s); and
    (d) The VOQ reports included with this inquiry.

25. NHTSA has received allegations stating that defects in the subject tires caused crashes resulting in 2 death or injury claims in 1998, 4 death or injury claims in 1999, 6 death or injury claims in 2000, 8 death or injury claims in 2001, 18 death or injury claims in 2002 and 57 death or injury claims from 2003 through 2015. For each year beginning January 1, 1996, provide in tabular form the number of individual claims for death or personal injury presented to Goodyear alleging that a defect in the subject tire caused, in whole or in part, the

death or injury. State what actions, if any, Goodyear took in response to the injuries and deaths allegedly caused by the G159 tire. Include internal deliberations.

26. Provide the date(s) on which the Goodyear Corporate Safety Committee or its equivalent was convened to consider potential safety defect issues from January 1, 1996 to the present. For each such meeting, identify the issue or issues considered by the Committee, the disposition of these issues and provide any and all available minutes and/or records of the meeting(s).

TIRE CHARACTERISTICS AND PERFORMANCE

27. State whether the subject tire, including, but not limited to, specific sizes of the subject tire, were produced outside of the United States prior to the commencement of production in the United States. If the answer to the foregoing is in the affirmative, state what testing was performed in anticipation of releasing the tire(s) for production and sale in the United States. Provide copies of any and all test protocols, test reports, test plans and documents discussing such testing.

28. State whether the subject tire or the replacement tire has been the subject of a safety recall or customer service or satisfaction campaign in a foreign country as those terms are defined in 49 CFR Part 579.4(c). If the answer to the foregoing is in the affirmative, provide the following information:

    (a) The country or countries in which the activity took place;
    (b) The performance or other concerns giving rise to the action;
    (c) The date(s) on which the action was commenced;
    (d) The remedy or remedies applied or actions undertaken pursuant to the action; and
    (e) Any and all communications to vehicle owners, dealers, vehicle manufacturers and government entities issued by, or on behalf of, Goodyear that relate to the action.

29. State what factors Goodyear considered in determining the speed rating of the subject and replacement tires and provide an account of all testing performed to determine this speed rating. Provide copies of any and all test protocols, test plans, test reports and documents discussing or related to the speed rating of the subject and replacement tires.

30. State whether Goodyear examined or considered the claims and adjustment experience of the subject tires when increasing the speed rating of these tires from 65 mph to 75 mph in 1998.

31. Considering the following two statements, what factors contributed to Goodyear rating the G159 275/70R22.5 tire with a 75 mph speed rating in its 1998 publication titled *Goodyear Family of Commercial Truck Tires and Retreads*?

    (a) June 14, 2005, *W84 – Radial Medium Truck High Speed – Steer/Trail Application* test results omitted a temperature reading at all speeds tested (50 mph, 56 mph, 62 mph, 75 mph, 81 mph, 87 mph, and 93 mph). Based on the *supplemental* information, temperatures over 250°F were not recorded. It can then be surmised that during the 50 mph test on a 67.23" diameter flywheel, the tire temperature measured in excess of 250°F.

(b) In the September 13, 2007 deposition Richard Olsen, a corporate spokesman for Goodyear, states, "I don't want to indicate that 250 degrees is a line in the sand and say, under 250, okay, over 250, not okay… But temperatures in that area in a tire that [has] a significant amount of shear stress going on in the composite, to me, in my experience, would ultimately lead to some kind of tire disablement, yes."

32. Describe the factor(s) that led to the development of an "RV" line of tires. Include internal deliberations.

33. Describe how the characteristics of "Metro Service" tires are the same as and/or are different than that of an "RV" tire.

34. Describe how the characteristics of 22.5" diameter rim G159 tires are the same as and/or are different than that of a 22.5" diameter rim G670 tire.

35. From January 1, 1996 to the present, state whether Goodyear retail subsidiaries (i.e. Goodyear Auto Service, Just Tires) have had policies or procedures governing the disposition of unsold tires in their inventory based on the number of months or years that have passed since the date of manufacture. If the answer to the foregoing is in the affirmative, provide copies of any and all documents setting forth these policies and their enforcement and provide the rationale for the existence of these policies.

LEGAL AUTHORITY FOR THIS REQUEST

This letter is being sent to Goodyear pursuant to 49 U.S.C. §30166, which authorizes NHTSA to conduct any investigation that may be necessary to enforce Chapter 301 of Title 49 and to request reports and the production of things. It constitutes a new request for information.

CIVIL PENALTIES

Goodyear's failure to respond promptly and fully to this letter could subject Goodyear to civil penalties pursuant to 49 U.S.C. § 30165 or lead to an action for injunctive relief pursuant to 49 U.S.C. § 30163. (Other remedies and sanctions are available as well.) The Vehicle Safety Act, as amended, 49 U.S.C. § 30165(a)(3), provides for civil penalties of up to $21,000 per violation per day, with a maximum of $105,000,000 for a related series of daily violations, for failing or refusing to perform an act required under 49 U.S.C. § 30166. *See* 49 CFR 578.6 (as amended by Fixing America's Surface Transportation Act (the "FAST Act"), Pub. L. 114-94, § 24110(a)(2), 129 Stat. 1312 (Dec. 4, 2015)). This includes failing to respond completely, accurately, and in a timely manner to ODI information requests.

If Goodyear cannot respond to any specific request or subpart(s) thereof, please state the reason why it is unable to do so. If on the basis of attorney-client, attorney work product, or other privilege, Goodyear does not submit one or more requested documents or items of information in response to this information request, Goodyear must provide a privilege log identifying each document or item withheld, and stating the date, subject or title, the name and position of the

person(s) from, and the person(s) to whom it was sent, and the name and position of any other recipient (to include all carbon copies or blind carbon copies), the nature of that information or material, and the basis for the claim of privilege and why that privilege applies.

CONFIDENTIAL BUSINESS INFORMATION

If Goodyear claims that any of the information or documents provided in response to this information request constitute confidential commercial material within the meaning of 5 U.S.C. § 552(b){4), or are protected from disclosure pursuant to 18 U.S.C. § 1905, Goodyear must submit supporting information together with the materials that are the subject of the confidentiality request, in accordance with 49 CFR Part 512, as amended (68 Fed. Reg. 44209 et seq; July 28, 2003), to the Office of Chief Counsel (NCC-113), National Highway Traffic Safety Administration, W41-227, 1200 New Jersey Avenue SE, Washington, D.C. 20590. Goodyear is required to **submit two copies of the documents containing allegedly confidential information (except only one copy of blueprints) and one copy of the documents from which information claimed to be confidential has been deleted.** Please remember that the phrase "ENTIRE PAGE CONFIDENTIAL BUSINESS INFORMATION" OR "CONTAINS CONFIDENTIAL BUSINESS INFORMATION" (as appropriate) must appear at the top of each page containing information claimed to be confidential, and the information must be clearly identified in accordance with 49 CFR 512.6. If you submit a request for confidentiality for all or part of your response to this IR, that is in an electronic format (e.g., CD-ROM), your request and associate submission must conform to the new requirements in NHTSA's Confidential Business Information Rule regarding submissions in electronic formats. *See* 49 CFR 512.6(c) (as amended by 72 Fed. Reg. 59434 (October 19, 2007)).

If you have any questions regarding submission of a request for confidential treatment, contact Otto Matheke, Senior Attorney, Office of Chief Counsel at Otto.Matheke@dot.gov or (202) 266-5253.

DUE DATE

Goodyear's response to this letter, in duplicate, together with a copy of any confidentiality request, must be submitted to this office by **May 4, 2018**. Please refer to PE17-009 in Goodyear's response to this letter. If Goodyear finds that it is unable to provide all of the information requested within the time allotted, Goodyear must request an extension from Bruce York at (202) 366-6938 no later than five business days before the response due date. If Goodyear is unable to provide all of the information requested by the original deadline, it must submit a partial response by the original deadline with whatever information Goodyear then has available, even if an extension has been granted.

Please send email notification to Otto Matheke at otto.matheke@dot.gov and to ODI_IRresponse@dot.gov when Goodyear sends its response to this office and indicate whether there is confidential information as part of Goodyear's response.

If you have any technical questions concerning this matter, please call Otto Matheke at (202) 366-5253 or Amina Dines of my staff at (202) 366-4929.

Sincerely,

[redacted]

Bruce York, Chief
Medium & Heavy Duty Vehicle Division
Office of Defects Investigation