

THE COURT has read and considered the Amended Agreement, the Notice Plan, the Plan of Distribution and Allocation, as amended, and Memoranda submitted by Class Counsel. The Court also received evidence at the duly noticed October 19, 2004 hearing, having heard arguments from Class Counsel and the Defendant. Prior to the October 19, 2004 hearing, each of the Objectors filed withdrawals of their objections on motions which were heard and approved by the Court at the October 19, 2004 hearing.

THE COURT has further considered Plaintiffs' Counsel's Joint Petition for Fees and Expenses, the Petitions for Fees and Expenses submitted by Objectors' Counsel, and Defendant's Opposition to Award of Certain Costs, and all Memoranda, Affidavits and Declarations filed in support of the submissions. The Court held a duly noticed hearing as to an award of fees and costs on November 8, 2004, at which hearing all interested parties appeared through counsel and were given an opportunity to be heard. The Court being fully advised in the premises, and for the reasons set forth in the record on October 19, 2004 and November 8, 2004, and as set forth below, now makes the following Order:

FINDINGS OF FACT

1. This action was commenced on December 6, 2002, as a class action.
2. After extensive litigation between the parties in this and other related actions, occurring both before and after the commencement of this action, and several months of intensive, arm's-length negotiations between Class Counsel, Intervenor's Counsel, and Defendant, the Parties reached accord with respect to an Amended Settlement that provides substantial benefits to members of the Settlement Classes, in return for a release and dismissal of the claims at issue in this case against the Defendant ("Agreement"). The resulting Amended

Agreement was preliminarily approved by the Court on June 4, 2004 by Order entered on June 17, 2004.

3. As part of the Order Granting Preliminary Approval, this Court approved a proposed Notice Plan and Class Notice, which provided members of the Settlement Classes with notice of the Amended Agreement. The Notice Plan provided an opportunity for members of the Settlement Classes to file objections to the Amended Agreement.

4. The settling Parties have filed with the Court a declaration from Kinsella & Novak Communications, Inc., declaring that the mailing of the Court-approved notice, consistent with the Notice Plan, has been completed.

5. The published notice, direct notice and Internet posting constituted the best practicable notice of the Fairness Hearing, the proposed Amended Agreement, Class Counsels' application for fees, expenses and costs, and other matters set forth in the Class Notice and the Summary Notice. The notice constituted valid, due and sufficient notice to all members of the Settlement Classes, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of New Jersey and any other applicable law.

6. Any persons who wished to be excluded from this Amended Agreement were provided an opportunity to "opt out" pursuant to the Notice. All members of the Settlement Classes that already timely submitted a Request for Exclusion pursuant to the first Notice period and who did not submit a timely Request to Re-Join to the Claims Administrator before the end of the opt-out period, and all other persons who have validly excluded themselves from this Action, have no rights under the Amended Agreement and shall not be bound by either the Amended Agreement or the final judgment herein.

7. Defendant and members of the Settlement Classes are bound by the Amended Agreement, including all releases contained therein, and this Final Judgment and Order, and do not have any further opportunity to exclude themselves from the Action.

8. Any members of the Settlement Classes who did not timely file and serve an objection in writing to the Amended Agreement, or to Class Counsels' application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in the Order Granting Preliminary Approval of Amended Agreement, is deemed to have waived any such objections by appeal, collateral attack, or otherwise.

9. On the basis of all of the issues in this litigation, and the provisions of the Amended Agreement, the Court has determined that the Amended Agreement is a fair, reasonable and adequate compromise of the claims against the Defendant in the Action, pursuant to Rule 23 of the Federal Rules of Civil Procedure. The Court has considered all of the factors identified in *Girsh v. Jepson*, 521 F.2d 153 (3rd Cir. 1975), and found that those factors support the approval of the Amended Agreement. The Court specifically incorporates its oral findings of fact and conclusions of law reflected in the transcript of the hearing on October 19, 2004.

10. The claims procedure established under the Amended Agreement is a fair, workable, and simplified process. The Court will retain jurisdiction to work out any unanticipated problems.

11. In this common fund case, the "percentage of fund" method of calculating counsel fees is appropriate.

12. As set forth in the Court's oral Findings of Fact and Conclusions of Law reflected in the transcript of the hearing on November 8, 2004, the Court has considered the factors set

forth in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190 (3d Cir. 2000) and determined that they support an award of fees as sought by Class Counsel.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT, AND FOR THE REASONS SET FORTH ON THE RECORD ON OCTOBER 19, 2004 AND NOVEMBER 8, 2004, THE COURT HEREBY MAKES THE FOLLOWING CONCLUSIONS OF LAW:

13. This Court has subject matter and personal jurisdiction over this case and the parties.

14. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the following Settlement Class is certified for purposes of final settlement:

All Persons who own or owned Property in the United States in which Entran II hose, manufactured and sold by Goodyear, was or is used as a conduit for hydronic heating and/or snowmelting (the "U.S. Class"). Excluded from the Settlement Class are the Defendant, any entity in which Defendant has a controlling interest or which has a controlling interest in Defendant, and Defendant's legal representatives, assigns and successors. Also excluded are the Judges to whom this case is assigned and any member of the Judges' immediate family. In addition, excluded from the Settlement Class are (1) all Persons who timely and properly excluded themselves from the October 8, 2003 Agreement and who have not submitted a Request to Re-Join within the time frame set forth by this Court; (2) all Persons who, in accordance with the terms of Paragraph IX of the Amended Agreement, properly executed and timely filed a Request for Exclusion with the Claims Administrator; and (3) the Plaintiffs in the following actions: *Sumerel v. The Goodyear Tire & Rubber Co.*, Case No. 02-CA-1997 (Colo. App.); *Loughridge v.*

The Goodyear Tire & Rubber Co., Civil Action No. 98-B-1302 (and consolidated cases) (D. Colo.); *Malek v. The Goodyear Tire & Rubber Co.*, Civil Action No. 02-B-1772 (D. Colo.); *Holmes v. the Goodyear Tire & Rubber Co.*, Case No. 02-CV-106 (Pitkin County, Colorado, Dist. Ct.); and *Vista v. The Goodyear Tire & Rubber Co.*, Civil Action No. 98-CV 2722 (Arapahoe County, Colorado, Dist. Ct.).

15. The Court finds that, for the purpose of this Amended Agreement, the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a Class Action is an appropriate method for resolving the disputes in this litigation.

16. The Amended Agreement, including the Plan of Distribution and Allocation, as amended by the proposals submitted to the Court by the objectors, is fair, reasonable and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

17. The Court has fully considered the Joint Petition for Fees and Costs submitted by Lead Class Counsel. The Court finds that the request for the attorneys' fees as set forth in the Attorneys' Fees Payment Schedule, attached as Exhibit 1 hereto, are fair and reasonable. The Court also finds that the costs and expenses requested as set forth in the Attorneys' Expenses and Costs Schedule, attached as Exhibit 2 hereto, are fair and reasonable.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND BASED UPON THE ADDITIONAL FINDINGS, CONCLUSIONS AND RULINGS SET FORTH ON THE RECORD ON OCTOBER 19, 2004 AND NOVEMBER 8, 2004, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AND FINAL JUDGMENT IS HEREBY ENTERED, AS FOLLOWS:

18. The Motion for Final Approval of the Proposed Amended Agreement and the Plan of Distribution and Allocation, is GRANTED and judgment is entered dismissing the Complaints therein with prejudice except to the extent of the relief provided in the Amended Agreement.

19. The motions of the Objectors to withdraw their objections to the Amended Agreement are GRANTED.

20. Without affecting the finality of this Final Judgment and Order, this Court shall retain exclusive and continuing jurisdiction over the Action, all Parties, and members of the Settlement Classes, to interpret and enforce the terms, conditions and obligations of this Final Judgment and Order, including all matters relating to the consummation, performance, and enforcement of the Amended Agreement.

21. Any and all members of the Settlement Classes who have not timely filed a Request for Exclusion and those who have timely filed a Request to Re-Join pursuant to the Amended Agreement and their attorneys are permanently barred and enjoined from commencing and/or prosecuting any Settled Claim which the member has, had or may have in the future against the Defendant. Any and all members of the Settlement Classes who have not timely filed a Request for Exclusion or who have timely filed a Request to Re-Join pursuant to the Amended Agreement and their attorneys are enjoined from initiating and/or prosecuting class actions in any forum or acting as a class member or class representative in a class action which asserts a Settled Claim which the member has, had or may have in the future against the Defendant. Counsel for members of the Settlement Classes hereby stipulate to dismissal of any suits asserting a Settled Claim, and shall execute appropriate stipulations in said suits.

22. (a) The fees requested by Plaintiffs' Counsel are approved in the total amount of 30% of the total payments to the Settlement Fund to be paid from the Settlement Fund in

accordance with Exhibit 1. If and when payments into the Settlement Fund from insurance recoveries cause the Settlement Fund to exceed the Schedule on Exhibit 1, Class Counsel shall be entitled to 30% of the excess payments as set forth in paragraph XV of the Amended Agreement.

(b) Lead Class Counsel may Petition the Court to release attorneys' fees in the amount of 8% of the total fees requested as reflected on Exhibit 1, which the Court has reserved from its award of attorneys' fees in this Final Judgment and Order. The release of such attorneys' fees will be based upon future success and efforts of Plaintiffs' Counsel in administering the Settlement. Application may be made at the end of the Claims Period or at the appropriate time when the sum of the approved Maximum Claims would exhaust the Settlement Fund. Goodyear shall not oppose fee requests appropriately made pursuant to this paragraph.

23. Plaintiffs' Counsel's request for reimbursement of expenses is granted in the amount of \$4,543,170.19, as set forth in Exhibit 2. Lead Class Counsel may seek further interim awards for the reimbursement of additional costs and expenses, on application to the Court and on notice to Goodyear, and the Court shall retain jurisdiction over such applications. Pursuant to paragraph XV of the Amended Agreement, Goodyear will not oppose any such application for reimbursement of reasonable costs and expenses.

24. Retired Judge Nicholas H. Politan shall continue as Special Master in these proceedings in accordance with the Settlement Agreement.

25. From the Fee Award, the Court hereby awards attorneys' fees and expenses to counsel for the Objectors as follows:

- a. To Class Action Fairness Group, for Objector Dennis Mitchell, together with any and all local or affiliated counsel, total attorneys' fees and expenses in the amount of \$180,000.
- b. To Dippel & Davis, PLLC, counsel for Objector J. Russell Olson, together with any and all local or affiliated counsel, total attorneys' fees and expenses in the amount of \$335,000.
- c. To Shepherd, Finkelman, Miller & Shah, LLC, and Weller, Green, Touns and Terrell collectively, co-counsel for Objector Betty Pixler, together with any and all local or affiliated counsel, total attorneys' fees and expenses in the amount of \$235,000.

All counsel for objectors have knowingly and voluntarily waived any right they have or may have to appeal any portion of this Final Judgment and Order, or any other issue in this case.

26. The class representatives in certified and putative class actions are awarded payments of \$3,000.00-\$10,000.00 as set forth on the Schedule of Class Representative Payments, attached hereto as Exhibit 3, over and above their respective proceeds under the Amended Agreement, in recognition of the efforts they have undertaken and the risk they have incurred in connection with this Action and other actions. Such payments to the class representatives shall be made from the Settlement Fund.

27. Lead Class Counsel may move this Court for any Order necessary to implement this Judgment or the Amended Agreement or to assist in the administration of the Amended Agreement. Goodyear reserves the right to join in or oppose any such Motion.

28. Pursuant to the Amended Settlement Agreement, and subject to Goodyear's right to Reverter as set forth in the Amended Agreement, the Settlement Fund shall be maintained

solely by Class Counsel under the continuing jurisdiction and supervision of the Court and shall earn interest, which shall become part of the Settlement Fund.

SO ORDERED:

This 17th day of November, 2004

s/Stanley R. Chesler
Hon. Stanley R. Chesler, U.S.D.J.