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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF ARIZONA**

10 Leroy and Donna Haeger, husband and  
11 wife; Barry and Suzanne Haeger,  
12 husband and wife; Farmers Insurance  
13 Company of Arizona, an Arizona  
14 corporation,

15 plaintiffs,

16 vs.

17 Goodyear Tire and Rubber Company, an  
18 Ohio corporation; Spartan Motors, Inc., a  
19 Michigan corporation; and Gulfstream  
20 Coach, Inc., an Indiana corporation,

21 Defendants.

No. 2:05-cv-02046- GMS

**PLAINTIFFS’ SUPPLEMENTAL  
STATEMENT OF FACTS IN  
SUPPORT OF MOTION TO  
EXPAND THE RECORD AND FOR  
EXPANDED AWARD OF  
ATTORNEYS FEES, COSTS AND  
OTHER RELIEF FOR  
GOODYEAR’S FRAUD UPON THE  
COURT**

22 **BACKGROUND AND HISTORICAL CONTEXT:**

23 The following factual record sets forth what has remained concealed from the  
24 District Court in support of the Haegers’ Request for Expanded Fee Award.

25 The factual references relate to disclosures, depositions, transcripts and court  
26 filings in multiple cases. The District Court case is described as “*Haeger I.*” It was  
filed in 2005 and settled in 2010. In 2011, *Haeger I* was reopened for discovery  
fraud. It focused upon concealed test data and related deceptions. The sanction  
proceedings spanned more than a year. Goodyear’s varied acts of then known  
deceptions were set forth in a published opinion issued November 2012. A judgment

1           201. Both the Ninth Circuit dissent and the Supreme Court relied upon what  
2 Goodyear represented to have occurred in *Schalmo* in reaching their conclusions.  
3 Neither Court was aware of deceptions which occurred in *Schalmo*.

4           202. In *Haeger I*, Goodyear's 30(b)(6) witness admitted that the G159 was  
5 prone to head-induced tread separation if exposed to prolonged operating  
6 temperatures beyond 200°. Goodyear's expert witness, Jim Gardner, in *Haeger I*  
7 expressed the same opinions. (*Haeger v. Goodyear* at 968-969.)

8           203. None of the *Haeger I* expert witness testimony was ever disclosed to  
9 the *Schalmo* court or counsel. Thus, the only evidence the *Schalmo* court had were  
10 test results that showed the tire was generating temperatures well in excess of 200°.  
11 Schalmos counsel and the *Schalmo* court did not have access to Goodyear  
12 admissions in *Haeger I* as Goodyear had declared those admissions confidential.  
13 (*Id.*)

14           204. During *Haeger I*, Goodyear's 30(b)(6) witness testified that the G159  
15 failed to pass the 75 mph leg of the high speed test and as such it could not be rated  
16 as a 75 mph tire. It continued to be rated as a 65 mph tire in 1997, a year after it  
17 failed to meet Goodyear's own internal test standards for suitability for freeway  
18 speeds for 75 mph use. (**Exhibit 84**, Richard Olsen 09/13/2007 Deposition, pp. 330-  
19 334.) This testimony too was never disclosed to the Schalmos nor the *Schalmo* court  
20 as it was declared "confidential."

21           205. The G159 underwent four (4) high speed tests in 1996. Two occurred  
22 in August and two more in December 1996. The two tires tested in August 1996  
23 failed to pass the 75 mph leg of the test.

24           206. Prior to trial in the *Schalmo* case, Goodyear's Associate General  
25 Counsel prepared a settlement memo, individually reviewed and approved by all of  
26 Goodyear's senior management. The settlement memo provided: