

1 David L. Kurtz – 007433
2 dkurtz@kurtzlaw.com
3 THE KURTZ LAW FIRM
4 7420 East Pinnacle Peak Road, Suite 128
5 Scottsdale, Arizona 85255
6 Telephone: (480) 585-1900

7 Attorneys for Plaintiffs

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 it could not be rated as a 75 mph tire. The Settlement Memos were reviewed and
2 approved by multiple layers of Goodyear management. The memos repetitively
3 identified Goodyear's understanding that there had been more than 400 property
4 damage and bodily injury claims involving the G159 on motorhomes. (See **Exhibit**
5 **77.**)

6 242. Goodyear witnesses Stroble, Lovell, Cavanaugh, Harvie, Bialowsky
7 and Ford all admit they have never seen a Goodyear tire with failure statistics
8 anything like the G159. (**Exhibit 109.**)

9 243. Goodyear Associate General Counsel identified Goodyear's role in
10 controlling disclosures in the G159 cases. (Doc. 1047, Exhibit 40 thereto.)

11 244. The Haleys' counsel, Tim Casey, testified regarding Goodyear's fraud
12 and deceptions. (**Exhibit 110.**)

13 **SPARTAN SUBMITS THE FOLLOWING ADDITIONAL FACTS:**

14 245. On June 10, 2005, Plaintiffs filed their product liability Complaint
15 arising out of the Haegers' 2003 rollover accident in their Gulfstream motorhome.
16 The accident occurred after the right front tire failed. Various claims were made
17 against Spartan, the manufacturer of the motorhome chassis. Plaintiff alleged, in
18 part, that Spartan knew or should have known of the defective nature of the tire
19 utilized on the chassis. Plaintiff also claimed Spartan should have known that the
20 Goodyear tire utilized on the chassis was unsuitable for motorhome use.

21 246. On October 23, 2006, Spartan tendered its defense to Goodyear.
22 Goodyear did not accept the tender. [Doc. 1083-1, Decl. of Shannon Raines at ¶6].

23 247. November 1, 2006, is the date by which Judge Silver determined
24 Goodyear's discovery fraud was obvious and permeated the remainder of the case.
25 [Doc. 1073].

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