

2. Preliminary Matters

A. Tires retrieved by plaintiffs from Firestone's distribution centers will be part of the final preservation agreement and shall be considered responsive to specific requests made pursuant to this order.

B. Firestone shall preserve and/or produce specified examples of tires that may not be currently located at the distribution centers to the extent available and as set forth in this order.

C. Firestone shall preserve and produce specified tires manufactured in foreign countries and/or distributed into foreign markets to the extent available and as set forth in this order.

D. Plaintiffs shall pay Firestone the wholesale price for any new, salable tires that are neither recalled nor part of the customer satisfaction program applicable to tires designated in NHTSA's September 1, 2000 Consumer Advisory up to the limit on quantity set forth in paragraphs 5 and 6 of this Order. If plaintiffs wish to acquire additional tires, they shall pay retail price for the additional tires.

E. Plaintiffs shall obtain all tires made available by Firestone at Firestone's premises or shall pay the reasonable cost of shipping such tires.

F. Firestone shall provide plaintiffs with construction codes and, pursuant to a protective order, specifications and specification change documents for each Recall, Consumer Advisory and Non-recall tires as defined in paragraph 1 of this Order. Within 4 days of receipt of said codes and corresponding documents, plaintiffs shall inform Firestone of each category of corresponding tire(s) that plaintiffs request to be preserved and produced. Firestone shall consider such requests and negotiate regarding them in good faith.

G. If fewer than twice the number of tires requested are available from each category ultimately agreed to or determined by Court order, plaintiffs and Firestone shall divide equally the number of available tires.

H. Plaintiffs shall take all necessary actions to assure that any tires Firestone provides pursuant to this agreement are maintained at a secure location. Plaintiffs shall take all necessary actions to assure that any tires subject to Firestone's recall or NHTSA Consumer Advisory customer satisfaction programs will not be returned to service. At the close of this litigation,

plaintiffs shall permanently disable or destroy all such tires in a lawful manner, or return all such tires to Firestone for disposition.

3. Recall Tires

The plaintiffs shall evaluate the documents provided by Firestone pursuant to paragraph 2 and shall identify certain categories of recalled tires that they request Firestone to preserve and produce. Firestone shall consider those requests and negotiate in good faith with respect to them.

Plaintiffs shall request from Firestone 100 tires from the following categories, further broken down by construction code and/or relevant time frame in which the tires underwent any manufacturing or design change, as determined by review of the documents provided by Firestone pursuant to paragraph 2:

- a. 15" ATX/ATX II tires manufactured in the Wilson plant.
- b. 15" ATX/ATX II tires manufactured in the Decatur plant.
- c. 15" ATX/ATX II tires manufactured in the Joliette plant.
- d. 15" Wilderness AT tires manufactured in the Decatur plant.

4. Consumer Advisory Tires

The plaintiffs shall evaluate the documents provided by Firestone pursuant to paragraph 2 and shall identify certain categories of Consumer Advisory tires that they request Firestone to preserve and produce. Firestone shall consider those requests and negotiate in good faith with respect to them.

Plaintiffs shall request from Firestone 50 tires from the following categories, further broken down by construction code and/or relevant time frame in which the tires underwent any manufacturing or design change, as determined by review of the documents provided by Firestone pursuant to paragraph 2:

<u>Tire Line</u>	<u>Size</u>	<u>Plant Code</u>
ATX	P205/75R15	VD
ATX	P225/75R15	HY
ATX	30X9.50R15LT	VD

ATX	31X10.50R15LT	VD
ATX	32X11.50R15LT	VD
ATX	31X10.50R16.5LT	VD
ATX	33X12.50R16.5LT	VD
Firehawk ATX	27X8.50R14LT	VD
Firehawk ATX	235/75R15	VD
Firehawk ATX	30X9.50R15LT	VD
Firehawk ATX	31X10.50R15LT	VD
Firehawk ATX	32X11.50R15LT	VD
Firehawk ATX	33X12.50R15LT	VD
Firehawk ATX	265/75R16LT	VD
Firehawk ATX	255/85R16LT	VD
Firehawk ATX	31X10.50R16.5LT	VD
Firehawk ATX	33X12.50R16.5LT	VD
ATX 23 Degree	31X10.50R15LT	VD
ATX 23 Degree	33X12.50R16.5LT	VD
Widetrack Radial Baja	P225/75R15	HY
Widetrack Radial Baja A/S	32X11.50R15LT	VD
Wilderness AT	P235/70R16	W2
Wilderness AT	33X12.50R16.5LT	VD
Wilderness HT	P255/70R15	VD

5. Non-recall Tires

The plaintiffs shall evaluate the documents provided by Firestone pursuant to paragraph 2 and shall identify certain categories of Non-recall tires that they request Firestone to preserve and produce. Firestone shall consider those requests and negotiate in good faith with respect to them.

Plaintiffs may request from Firestone 100 tires from the following categories, further broken down by construction code and/or relevant time frame in which the tires underwent any

manufacturing or design change, as determined by review of the documents provided by Firestone pursuant to paragraph 2:

- a. 15" Wilderness AT tires manufactured in the Wilson plant.
- b. 15" Wilderness AT tires manufactured in the Joliette plant.
- c. 16" Wilderness AT tires manufactured in the Wilson plant.
- d. 16" Wilderness AT tires manufactured in the Joliette plant.
- e. 16" Wilderness AT tires manufactured in the Decatur plant.

6. Foreign Manufactured Tires

The plaintiffs shall evaluate the documents provided by Firestone pursuant to paragraph 2 and shall identify certain categories of foreign manufactured tires that they request Firestone to preserve and produce. Firestone shall consider those requests and negotiate in good faith with respect to them.

Plaintiffs may request from Firestone 50 tires from the following categories, further broken down by construction code and/or relevant time frame in which the tires underwent any manufacturing or design change, as determined by review of the documents provided by Firestone pursuant to paragraph 2:

- a. Radial ATX tires manufactured in the Valencia, Venezuela.
- b. Radial ATX tires manufactured in the Cuernavaca, Mexico plant subject to plaintiffs providing written confirmation of the existence of consolidated cases in MDL 1373 involving such tires from the Cuernavaca plant.
- c. Wilderness AT tires manufactured in the Valencia, Venezuela plant.
- d. Wilderness AT tires manufactured in the Cuernavaca, Mexico plant subject to plaintiffs providing written confirmation of the existence of consolidated cases in MDL 1373 involving such tires from the Cuernavaca plant.
- e. Australian Special Service tires.
- f. European "H" rated Wilderness AT and/or P255/7R16 Wilderness HT tires.
- g. U-152 and/or "Rest of the World" tires.

Firestone shall, to the extent possible, preserve for inspection at their present location all Radial ATX and Wilderness AT tires returned to Firestone or its agents in Venezuela, Colombia and Ecuador, which were the subject of a recall or owner notification program. Firestone shall provide plaintiffs with all information and assistance necessary to gain access for inspection to all tires preserved in Venezuela, Colombia and Ecuador. Plaintiffs shall, to the extent possible, complete all tire inspection and retrieval from the above foreign sources within 75 days of the signing this order. The tires shall be found at reasonably centralized locations within each country and/or region.

7. Original Equipment and Replacement Tires

Firestone shall, to the extent possible, preserve any forms, sales records and/or other data designating whether specific tires were "original equipment manufacture" or were purchased as replacement equipment.

8. Tires Retained Pursuant to Litigation and/or Settlement

Firestone shall retain any and all Radial ATX and Wilderness tires and common green tires returned to Firestone or its agents upon the close of litigation and/or settlement.

9. Tires Retained for Testing by Firestone

Plaintiffs and Firestone each shall preserve all Radial ATX and Wilderness and common green tires which were or are being used for testing by defendants or their experts or independent experts for any purpose.

10. Tires Returned Pursuant to Firestone's Customer Satisfaction Program

Pursuant to the confidentiality order, Firestone shall provide plaintiffs with the codes that Firestone maintains indicating the reason for return of all tires returned to Firestone through its Warranty Adjustment Program. Plaintiffs and Firestone shall negotiate, in good faith, regarding which codes indicate tires showing actual or early signs of tread separation.

Firestone shall retain any and all tires designated with one of these codes returned to Firestone or its agents pursuant to any customer satisfaction program, including all tires included in NHTSA's September 1, 2000 consumer advisory, all non-Decatur Wilderness tires, and all 16"

Wilderness, ATX and ATX II tires regardless of whether such tires are part of the Recall or NHTSA's Consumer Advisory. This section is intended to supplement paragraphs 3, 4, 5 and 6, to the extent that this section requires preservation of all tires designated with one of the codes indicating actual or early signs of tread separation within these categories that were returned by consumers, as opposed to new or unsold tires. Such tires shall be retained for inspection and retrieval on an ongoing basis according to the following procedure: Firestone will provide regular, periodic notices by certified mail to counsel for plaintiffs that such tires have been collected and will give plaintiffs' counsel the opportunity to inspect and retrieve the tires. Counsel for plaintiffs shall have sixty days from the date of notice to inspect and retrieve such tires, after which Firestone may dispose of them.

11. Duration of Obligations

The provision of tires by Firestone to plaintiffs pursuant to this order shall continue until further order of this Court.

It is so ORDERED this _____ day of March, 2001.

SARAH EVANS BARKER, JUDGE
United States District Court
Southern District of Indiana

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