

FILED

MAY 11 1989

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CLERK, U.S. DISTRICT COURT,
DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 GOODYEAR INTERNATIONAL CORP.,)
)
 Defendant.)
 _____)

Gr 89-156

NOTICE OF PLEA AGREEMENT
AND PLEA AGREEMENT

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, notice is respectfully given to the Court that the attorneys for the United States of America and for Goodyear International Corp., a wholly owned subsidiary of Goodyear Tire & Rubber Company, have engaged in discussions pursuant to said rule and agree:

1. Goodyear International Corp. shall waive venue and indictment and plead guilty in the United States District Court for the District of Columbia to a one count Information, appended hereto as Exhibit "A", charging a violation of the Foreign Corrupt Practices Act, Title 15, United States Code, 78dd-2. The maximum penalty for such violation is \$1,000,000.

2. If the Court accepts the plea of guilty described and referred to in Paragraph 1, above, the United States agrees that no further criminal charges, except possible violations of Title 26 of the United States Code, as set forth in Paragraph 7, will be brought against Goodyear International Corp., its parent

corporation or any of its present or past subsidiaries, divisions or affiliates, which are related to any of the payments made to officials of any foreign government charged in the criminal Information appended hereto as Exhibit "A".

3. Pursuant to Rule 11(e)(1)(c) of the Federal Rules of Criminal Procedure, the United States and Goodyear International Corp. have agreed that the appropriate sentence shall be a fine of \$250,000. The defendant further agrees to pay any special assessment which the Court imposes in addition to a criminal fine.

4. If acceptable to the Court, Goodyear International Corp. hereby waives the presentence investigation and report pursuant to Rule 32(c)(1) of the Federal Rules of Criminal Procedure. The United States does not oppose the waiver.

5. The plea and entry of judgment in this case will not close or preclude the investigation or prosecution of any person, including any present or former officer or employee of Goodyear International Corp. or Goodyear Tire & Rubber Company, who may be involved in any criminal activity charged in the criminal Information, or any other criminal activity. Goodyear International Corp. and Goodyear Tire & Rubber Company shall cooperate fully and in good faith with the Department of Justice during the continuing investigation or prosecution of any other person, not a party hereto, whether or not still employed by Goodyear International Corp., its parent or any of its divisions,

subsidiaries or affiliates. The cooperation shall include, but not be limited to:

- A. Providing the United States with access, on reasonable notice and on reasonable terms, to all documents, books, and records that the United States deems necessary to any related investigation or prosecution;
- B. Making available, on reasonable notice and on reasonable terms, for interview and for testimony all employees and officers as the United States deems necessary, with the understanding that nothing in the paragraph is intended to deprive any individual of his or her right to counsel of his or her own choosing or other rights that he or she may have in connection with any request for interview or testimony; and
- C. ^{Direct} ~~Recommending to~~ all its employees and officers orally and in writing that they cooperate fully with any such investigation or prosecution.

6. It is agreed that if the Court, pursuant to Rule 11(e) (4) of the Federal Rules of Criminal Procedure, refuses to accept any provision of this Plea Agreement, or refuses to accept the guilty plea of Goodyear International Corp., neither party shall be bound by any of the provisions of the Agreement. Thereafter, the United States may seek to dismiss the Information without prejudice, and this Plea Agreement and its attachment, or any portion thereof, will be inadmissible against any party in any future proceeding. Neither Goodyear International Corp. nor

Goodyear Tire & Rubber Company shall object to such a dismissal, or to any continuation of the Grand Jury's investigation.

7. It is expressly understood that the provisions of paragraph 2. in no way preclude the United States from investigating and prosecuting Goodyear International Corp., its parent corporation, Goodyear Tire & Rubber Company, or any of its past or present subsidiaries, divisions or affiliates, or others for any civil or criminal violation of Title 26 of the United States Code, whether or not arising out of the same facts and circumstances charged in the Information.

8. If Goodyear International Corp. attempts to withdraw its guilty plea, or fails to comply with any of the terms of this Agreement, or withholds information, documents or other evidence relevant to the criminal Information, the United States shall be released from its obligations under this Agreement and the Agreement shall be null and void. It is further expressly agreed that in the event Goodyear International attempts to withdraw its guilty plea, or fails to comply with any of the terms of this Agreement, that any document, statement, information or lead provided to the United States by Goodyear International or Goodyear Tire & Rubber Company whether prior or subsequent to this Agreement shall be admissible in evidence in any and all prosecutions which may be brought against Goodyear International or Goodyear Tire & Rubber Company and that neither shall assert any claim, under Rule 11(e)(6) of the Federal Rules of Criminal Procedure, or Rule 410 of the Federal Rules of Evidence, that such evidence should be suppressed. It is the intent of this Agreement that Goodyear International and Goodyear Tire & Rubber

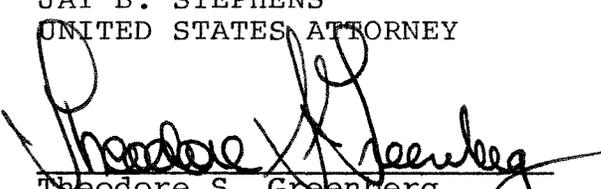
Company waive any and all rights in this respect notwithstanding that this Agreement shall have become void or inoperative for any reason.

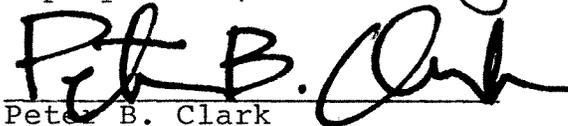
9. Goodyear International Corp. is pleading guilty because it is guilty of the crimes set forth in the attached criminal Information.

10. This Plea Agreement confirms the entire agreement with Goodyear International Corp. and the United States with respect to the aforesaid guilty plea, and no other promises, representations or inducements have been made to Goodyear International Corp. or its attorneys with regard to such guilty plea, and none will be entered into unless in writing and signed by all parties.

DATED this 11 day of May, 1989.

JAY B. STEPHENS
UNITED STATES ATTORNEY


Theodore S. Greenberg
Deputy Chief, Fraud Section

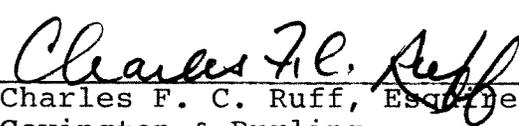

Peter B. Clark
Senior Litigation Counsel
Criminal Division
Fraud Section
U.S. Department of Justice

GOODYEAR INTERNATIONAL CORP.

By: 

GOODYEAR TIRE & RUBBER COMPANY

By: 


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Goodyear Tire & Rubber Company