

The Goodyear Tire & Rubber Company **Akron, Ohio 44316 - 0001**

December 15, 2020

VIA E-MAIL (shareholderproposals@sec.gov)

Office of Chief Counsel
Division of Corporation Finance
U.S. Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

Re: The Goodyear Tire & Rubber Company
Shareholder Proposal of John Chevedden pursuant to
Rule 14a-8 under the Securities Exchange Act of 1934

Ladies and Gentlemen:

This letter is to inform you that The Goodyear Tire & Rubber Company, an Ohio corporation (“we,” “us,” “our” or the “Company”), intends to omit from its proxy statement and form of proxy for its 2021 Annual Meeting of Shareholders (collectively, the “2021 Proxy Materials”) a shareholder proposal (the “Proposal”) and statements in support thereof (the “Supporting Statement”) received from John Chevedden (the “Proponent”).

Pursuant to Rule 14a-8(j), we have:

- filed this letter with the Securities and Exchange Commission (the “Commission”) no later than eighty (80) calendar days before we intend to file our definitive 2021 Proxy Materials with the Commission; and
- concurrently sent a copy of this correspondence to the Proponent.

Rule 14a-8(k) and Staff Legal Bulletin No. 14D (Nov. 7, 2008) (“SLB 14D”) provide that shareholder proponents are required to send companies a copy of any correspondence that the proponent elects to submit to the Commission or the staff of the Division of Corporation Finance (the “Staff”). Accordingly, we are taking this opportunity to inform the Proponent that if he elects to submit additional correspondence to the Commission or the Staff with respect to the Proposal, a copy of that correspondence should be furnished concurrently to the undersigned on behalf of the Company pursuant to Rule 14a-8(k) and SLB 14D.

I. THE PROPOSAL AND RELATED CORRESPONDENCE

The Proposal requests the Company's board of directors (the "Board") "take the steps necessary to amend the appropriate company governing documents to give the owners of a combined 10% of [the Company's] outstanding common stock the power to call a special shareholder meeting." The Proposal further provides that the Board would continue to have its existing power to call a special meeting.

On September 30, 2020, we received from the Proponent an initial copy of the Proposal, followed by a second copy on November 1, 2020 with a revised Supporting Statement. On November 23, 2020, we advised the Proponent in a letter sent via electronic mail that certain portions of the Supporting Statement contained objectively false and misleading statements and irrelevant information (the "Deficiency Letter") and requested him to revise the Supporting Statement to address the items identified in the Deficiency Letter (or, alternatively, to resubmit the original version of the Proposal and Supporting Statement we received on September 30, 2020). On December 3, 2020, the Proponent proposed via electronic mail wording that "could be part of an agreement" to address the multiple issues raised in the Deficiency Letter. However, the Proponent's proposed single sentence solution mirrored the same false and misleading statements identified in the Deficiency Letter and did not correct the items addressed in the Deficiency Letter and described below.

Copies of the Proposal and Supporting Statement, including the September 30, 2020 and November 1, 2020 versions, as well as the Deficiency Letter and related correspondence with the Proponent, are attached hereto as Exhibit A.

II. BASIS FOR EXCLUSION

We respectfully request that the Staff concur in our view that the Proposal may be excluded from the 2021 Proxy Materials in reliance on Rule 14a-8(i)(3) because a substantial portion of the Supporting Statement contains materially false and misleading statements and material that is irrelevant to consideration of the subject matter of the Proposal.

III. ANALYSIS

A. Background of Rule 14a-8(i)(3)

Rule 14a-8(i)(3) permits the exclusion of a shareholder proposal if the proposal or supporting statement is contrary to any of the Commission's proxy rules, including Rule 14a-9, which prohibits materially false or misleading statements in proxy soliciting materials. As the Staff explained in Staff Legal Bulletin No. 14B (Sept. 15, 2004) ("SLB 14B"), Rule 14a-8(i)(3) permits the exclusion of all or part of a shareholder proposal or the supporting statement if, among other things, the company demonstrates objectively that a factual statement is materially false or misleading or substantial portions of the supporting statement are irrelevant to a consideration of the subject matter of the proposal, such that there is a strong likelihood that a

reasonable shareholder would be uncertain as to the matter on which he or she is being asked vote.

At times, the Staff will permit shareholders to make minor revisions to proposals or supporting statements that do not alter the substance of the proposal. However, revision is appropriate only for “proposals that comply generally with the substantive requirements of [R]ule 14a-8, but contain some relatively minor defects that are easily corrected.” Staff Legal Bulletin No. 14 (July 13, 2001) (“SLB 14”). In SLB 14B, the Staff noted that its “intent to limit this practice to minor defects was evidenced by [its] statement in SLB 14 that [they] may find it appropriate for companies to exclude the entire proposal, supporting statement, or both as materially false or misleading if a proposal or supporting statement would require detailed and extensive editing in order to bring it into compliance with the proxy rules.”

Applying this standard, the Staff previously concurred in the exclusion of shareholder proposals pursuant to Rule 14a-8(i)(3) in cases where the proposals or supporting statements contained materially false and misleading statements. *See, e.g., Ferro Corporation* (avail. Mar. 17, 2015) (concurring in the exclusion of a proposal requesting that the company reincorporate in Delaware based on misstatements of Ohio law, which suggested that the shareholders would have increased rights if Delaware law governed the company instead of Ohio law); *General Electric Co.* (avail. Jan. 6, 2009) (concurring in the exclusion of a proposal under which any director who received more than 25% in “withheld” votes would not be permitted to serve on any key board committee for two years because the company did not typically allow shareholders to withhold votes in director elections); *Johnson & Johnson* (avail. Jan. 31, 2007) (concurring in the exclusion of a proposal to provide stockholders a “vote on an advisory management resolution . . . to approve the Compensation Committee [R]eport” because the proposal would create the false implication that shareholders would receive a vote on executive compensation); *State Street Corp.* (avail. Mar. 1, 2005) (concurring in the exclusion of a proposal requesting shareholder action pursuant to a section of state law that had been recodified and was thus no longer applicable); and *General Magic, Inc.* (avail. May 1, 2000) (concurring in the exclusion of a proposal requesting that the company make “no more false statements” to its shareholders because the proposal created the false impression that the company tolerated dishonest behavior by its employees when in fact the company had corporate policies to the contrary).

The Staff has also permitted the exclusion of proposals or portions of the supporting statements that are unrelated or irrelevant to the subject matter of the proposal. *See, e.g., Bob Evans Farms, Inc.* (avail. June 26, 2006) (concurring in the exclusion of a portion of a supporting statement requesting that shareholders call a significant shareholder of the company to discuss the resolution); *Piper Jaffray Companies* (avail. Feb. 24, 2006) (concurring in the exclusion of a portion of a supporting statement of a board declassification proposal stating that members of management “have stated a disregard of shareholders’ interests”); *Burlington Northern Santa Fe Corp.* (avail. Jan. 31, 2001) (concurring in the exclusion of a supporting statement involving

racial and environmental policies as irrelevant to a proposal seeking shareholder approval of poison pills); *Boise Cascade Corp.* (avail. Jan. 23, 2001) (concurring in the exclusion of supporting statements regarding the director election process, environmental and social issues and other topics unrelated to a proposal calling for the separation of the CEO and chairman); and *Freeport-McMoRan Copper & Gold Inc.* (avail. Feb. 22, 1999) (concurring in the exclusion of a proposal unless revised to delete discussion of a news article regarding alleged conduct by the company's chairman and directors that was irrelevant to the proposal's subject matter, the annual election of directors).

As described below, the Company is of the view that a substantial portion of the Supporting Statement contains materially false and misleading statements and irrelevant information, such that the Proposal may be omitted in its entirety consistent with SLB 14.

B. The Supporting Statement Contains Materially False and Misleading Statements That Relate to the Subject Matter of the Proposal

The Supporting Statement contains materially false and misleading statements regarding the requisite threshold needed for the Company's shareholders to call a special meeting (the "Special Meeting Threshold"), which relates to the subject matter of the Proposal. In the Supporting Statement, the Proponent states that "[c]urrently it takes formal steps by 35% of the shares that normally cast ballots at [the Company's] annual meeting to call a special shareholder meeting" and that "[t]he current stock ownership threshold of 35% of shares (that normally cast ballots at an annual meeting) to call for a special shareholder meeting can mean that more than 50% of shareholders must be contacted during a short window of time to simply call a special meeting." Additionally, the Proponent asserts in the Supporting Statement that shareholders could make paperwork errors that will disqualify them from counting towards the "35% ownership threshold that is now needed for a special meeting."

All three of these statements are objectively and materially false and misleading and fundamentally misrepresent the current Special Meeting Threshold. Section 2 of Article I of the Company's Code of Regulations (the "Regulations"), a copy of which is attached hereto as Exhibit B, explicitly provides that the Special Meeting Threshold is 25% of all shares of the Company outstanding and entitled to vote at the meeting. Contrary to the Proponent's assertions, the Special Meeting Threshold is in no way legally tied to the percentage of votes "normally cast" at the Company's annual meeting. Moreover, even if the Proponent's math worked out (which it does not) – that is, 35% of the shares that "cast ballots" at the Company's most recent annual meeting equaled 25% of the Company's outstanding shares, the "35%" figure is materially misleading given that it is subject to fluctuation based on a number of variables, including the Company's number of outstanding shares, the number of votes actually cast at the Company's most recent annual meeting and how you define the phrase "normally cast." The Company believes that it is highly likely that a reasonable shareholder would construe

ambiguous phrases such as “35% of shares” or “35% ownership threshold” to mean that the Company’s shareholders must meet a higher Special Meeting Threshold than what is currently required in the Regulations, thus impacting their decision on how to vote on the Proposal.

In requesting that the Company’s shareholders vote for the Board to take action to lower the Special Meeting Threshold, it is essential that the Supporting Statement accurately convey the Company’s current legal standard governing the calling of special meetings. Instead, the Proponent has chosen to mislead shareholders into thinking that the current standard is tied to votes cast at an annual meeting or is higher than the 25% threshold of outstanding shares currently needed. Additionally, we do not believe the compromise language proffered by the Proponent in his December 3, 2020 e-mail rectifies this issue as it simply repeats the false and misleading statements identified above. Ultimately, the Proponent’s failure to accurately describe the Company’s current Special Meeting Threshold—including after the Company provided him an opportunity to do so—is a material omission that relates to the substance of the Proposal and impacts the ability of shareholders to make an informed voting decision.

C. The Proposal Includes Material That is Irrelevant to Consideration of the Subject Matter of the Proposal

The Supporting Statement refers to three websites: (i) a www.craainscleveland.com website address in the sixth paragraph linking to a news article titled “*Goodyear’s virtual meeting creates issues with shareholder*” (the “Crains Website”), (ii) a www.whbl.com website address in the eight paragraph linking to a news article titled “*AT&T investors denied a dial-in as annual meeting goes online*” (the “WHBL Website”), and (iii) a www.sec.gov website address in the seventh paragraph linking to an EDGAR filing submitted by the Proponent on April 7, 2020 (the “EDGAR Website” and, together with the Crains Website and the WHBL Website, the “Cited Websites”). Copies of the information found on the Cited Websites are attached hereto as Exhibit C.

The Staff has indicated in previous guidance that references within a proposal to external sources can violate the Commission’s proxy rules, including Rule 14a-9, and accordingly can support the exclusion of a proposal under Rule 14a-8(i)(3). In SLB 14, the Staff stated that a website reference in a proposal or supporting statement is excludable under Rule 14a-8(i)(3) “because information contained on the website may be materially false or misleading, irrelevant to the subject matter of the proposal or otherwise in contravention of the proxy rules.” Further, as noted above, in SLB 14B, the Staff explained that Rule 14a-8(i)(3) permits the exclusion of all or part of a shareholder proposal or the supporting statement if the company demonstrates that substantial portions of the supporting statement are irrelevant to a consideration of the subject matter of the proposal, such that there is a strong likelihood that a reasonable shareholder would be uncertain as to the matter on which he or she is being asked vote.

The Cited Websites are unrelated and irrelevant to the Proposal. The Commission has explained that the purpose of permitting a proponent to include a supporting statement is so that it “can provide shareholders with background information that may be helpful in considering the proposal.” *See* Release No. 34-20091 (Aug. 16, 1983). In this case, two of the websites, the Crains Website and the WHBL Website, discuss the 2020 virtual annual shareholder meetings of the Company and AT&T Inc., respectively, and, in the case of the Crains Website, highlights grievances asserted by the Proponent about the Company’s meeting. The EDGAR Website recites the text of the Proponent’s proposal voted on at the Company’s 2020 annual shareholder meeting and also includes language explaining how the Proponent was allegedly aggrieved at the meeting. The Cited Websites, as well as the accompanying narrative in the sixth, seventh and eighth paragraphs of the Supporting Statement, fail to discuss the merits of lowering the Special Meeting Threshold and instead read as a referendum on holding virtual annual shareholder meetings.

Considering the Cited Websites serve no informative purpose in connection with the Proposal, their inclusion illustrates that the Supporting Statement is aimed, in part, not on the merits of the Proposal, but rather on airing the Proponent’s grievances about virtual annual meetings. Additionally, given the context of the Cited Websites, particularly the EDGAR Website, the Company believes there is a strong likelihood that a reasonable shareholder would be uncertain as to the matter on which he or she is being asked to vote—a lower Special Meeting Threshold, the holding of virtual annual meetings or, as suggested by the inclusion of the EDGAR Website, a completely separate proposal. The Company should not be required to publish, in connection with a shareholder proposal, “supporting” material that would only confuse and mislead its shareholders.

Finally, the Proponent requests the Company to include a graphic at the conclusion of the Proposal consisting of a circled checkmark with the word “FOR” and two “thumbs up” images. We believe that the graphic serves no informative purpose in connection with the subject matter of the Proposal and is vague and misleading. In Staff Legal Bulletin No. 14I (Nov. 1, 2017), the Staff stated that exclusion of graphs and/or images from a proposal would be appropriate under Rule 14a-8(i)(3) where they, among other things, make the proposal “materially false or misleading.” As positioned in our proxy statement, our shareholders would be unable to discern from the graphic which party—the Proponent or the Company—recommends a “FOR” vote on the Proposal. This would create confusion and potentially mislead shareholders who may base their vote on, or are strongly influenced by, our voting recommendation.

D. The Proponent Should Not Be Permitted to Revise His Supporting Statement

We recognize that the Staff, on occasion, will permit proponents to cure defects in their proposals or supporting statements so long as the revisions are “minor in nature and do not alter the substance of the proposal.” *See* SLB 14. However, we respectfully request that the Staff

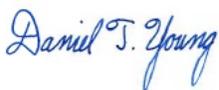
decline to grant the Proponent the opportunity to correct the Supporting Statement. In SLB 14, the Staff noted that it adopted the practice of allowing proponents to revise proposals to “deal with proposals that generally comply with the substantive requirements of the rule, but contain some relatively minor defects that are easily corrected.” Far from curing a minor defect, correcting the materially false and misleading statements and irrelevant information in the Supporting Statement would result in extensive editing of the Supporting Statement in order to bring it into compliance with the proxy rules. Furthermore, we note that the Proponent, prior to the submission of this request, failed to avail himself of the opportunity afforded him by the Company to address the items identified herein.

IV. CONCLUSION

In summary, a substantial portion of the Supporting Statement contains materially false and misleading statements and information that is entirely irrelevant to a consideration of the subject matter of the Proposal, which, taken together, would materially impair a shareholder’s ability to make an informed voting decision and cause uncertainty for a reasonable shareholder as to the specific matter on which he or she is being asked to vote. Ultimately, the Supporting Statement’s materially false and misleading statements and inclusion of irrelevant information make the Supporting Statement so fundamentally misleading that it would require “detailed and extensive editing in order to bring [the Proposal and Supporting Statement] into compliance with the proxy rules.” *See* SLB 14. Accordingly, the Company is of the view that the Proposal is materially false and misleading in violation of Rule 14a-9 and therefore may be excluded in its entirety under Rule 14a-8(i)(3), consistent with SLB 14.

Based upon the foregoing analysis, we respectfully request that the Staff concur that it will take no action if the Company excludes the Proposal from the 2021 Proxy Materials. We would be happy to provide you with any additional information and answer any questions that you may have regarding this request. Please do not hesitate to call me directly at (330) 796-4141 if you have any questions.

Very truly yours,



Daniel T. Young
Secretary and Associate General Counsel

Enclosure

cc: John Chevedden

EXHIBIT A

Mr. Daniel Young
Corporate Secretary
Goodyear Tire & Rubber Company (GT)
200 Innovation Way
Akron, OH 44316-0001
PH: 330-796-2121

Dear Mr. Young,

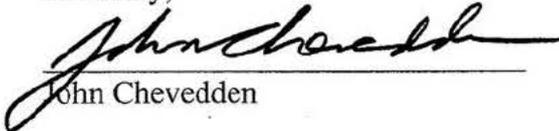
This Rule 14a-8 proposal is respectfully submitted in support of the long-term performance of our company.

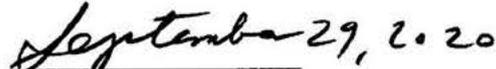
This Rule 14a-8 proposal is intended as a low-cost method to improve company performance – especially compared to the substantial capitalization of our company.

This proposal is for the annual shareholder meeting. Rule 14a-8 requirements will be met including the continuous ownership of the required stock value until after the date of the respective shareholder meeting and presentation of the proposal at the annual meeting. This submitted format, with the shareholder-supplied emphasis, is intended to be used for definitive proxy publication.

Your consideration and the consideration of the Board of Directors is appreciated in support of the long-term performance of our company. Please acknowledge receipt of this proposal by email to

Sincerely,


John Chevedden


Date

[GT – Rule 14a-8 Proposal, September 29, 2020]
[This line and any line above it is not for publication.]
Proposal 4 – Special Shareholder Meeting Improvement

Shareholders ask our board to take the steps necessary to amend the appropriate company governing documents to give the owners of a combined 10% of our outstanding common stock the power to call a special shareholder meeting. The Board of Directors would continue to have its existing power to call a special meeting.

It is important to improve the governance of the company with proposals such as this especially after our stock price has fallen from \$17 to \$7 during the past year.

This proposal would update the current 25% stock ownership threshold to call a special meeting. It is important to reduce the stock ownership threshold to 10% to also help make up for the 2020 devaluation of the right of shareholder to call for a special shareholder meeting.

Starting in 2020 shareholders no longer have the right to discuss concerns with other shareholders and with our directors at a special shareholder meeting which can now be an internet meeting which is a worse format than a Zoom meeting.

Shareholders are also severely restricted in making their views known at a special shareholder meeting because all their questions and comments can be arbitrarily screened out at an internet meeting. For instance Goodyear management hit the mute button right in the middle of a formal shareholder proposal presentation at its 2020 shareholder meeting.

Special meetings allow shareholders to vote on important matters, such as electing new directors that can arise between annual meetings. It is more important than ever to be able to replace a director at a special meeting because it is almost impossible to remove a director who gets a failed vote at the regular annual shareholder meeting.

This proposal topic, sponsored by William Steiner, won 78% support at a Sprint annual meeting with 1.7 Billion yes-votes. This 78% support might have been even higher if more shareholders had access to independent proxy voting advice.

Nuance Communications (NUAN) shareholders gave 94%-support to a 2018 shareholder proposal calling for 10% of shareholders to call a special meeting.

Any claim that a shareholder right to call a special meeting can be costly – is more moot than ever. There is hardly any cost for an internet meeting and almost all the meeting materials can be distributed electronically.

Please vote yes:

Special Shareholder Meeting Improvement – Proposal 4

[The line above – *Is* for publication. Please assign the correct proposal number in the 2 places.]

Notes:

This proposal is believed to conform with Staff Legal Bulletin No. 14B (CF), September 15, 2004 including (emphasis added):

Accordingly, going forward, we believe that it would not be appropriate for companies to exclude supporting statement language and/or an entire proposal in reliance on rule 14a-8(l)(3) in the following circumstances:

- the company objects to factual assertions because they are not supported;
- the company objects to factual assertions that, while not materially false or misleading, may be disputed or countered;
- the company objects to factual assertions because those assertions may be interpreted by shareholders in a manner that is unfavorable to the company, its directors, or its officers; and/or
- the company objects to statements because they represent the opinion of the shareholder proponent or a referenced source, but the statements are not identified specifically as such.

We believe that it is appropriate under rule 14a-8 for companies to address these objections in their statements of opposition.

See also: Sun Microsystems, Inc. (July 21, 2005).

The stock supporting this proposal will be held until after the annual meeting and the proposal will be presented at the annual meeting. Please acknowledge this proposal promptly by email

The Goodyear Tire & Rubber Company

Akron, Ohio 44316 - 0001

LAW DEPARTMENT

TEL: (330) 796-4141
DAN_YOUNG@GOODYEAR.COM

October 1, 2020

Re: Deficiency Notice Pursuant to Rule 14a-8(f)

Dear Mr. Chevedden:

We received the shareholder proposal that you submitted on September 30, 2020. In order to be eligible to submit a proposal, you must have continuously held at least \$2,000 in market value, or 1%, of Goodyear's common stock for at least one year by the date you submitted the proposal. You must continue to hold those securities through the date of the 2021 annual meeting. Based upon a review of our records, it does not appear that you are a registered holder of Goodyear common stock. Furthermore, we have not yet received any other proof of ownership specified by Rule 14a-8(b)(2). According to Rule 14a-8(b)(2), if you are not a registered holder of our common stock:

“at the time you submit your proposal, you must prove your eligibility to the company in one of two ways:

- (i) The first way is to submit to the company a written statement from the “record” holder of your securities (usually a broker or bank) verifying that, at the time you submitted your proposal, you continuously held the securities for at least one year. You must also include your own written statement that you intend to continue to hold the securities through the date of the meeting of shareholders; or
- (ii) The second way to prove ownership applies only if you have filed a Schedule 13D, Schedule 13G, Form 3, Form 4 and/or Form 5, or amendments to those documents or updated forms, reflecting your ownership of the shares as of or before the date on which the one-year eligibility period begins. If you have filed one of these documents with the SEC, you may demonstrate your eligibility by submitting to the company: (A) a copy of the schedule and/or form, and any subsequent amendments reporting a change in your ownership level; (B) your written statement that you continuously held the required number of shares for the one-year period as of the date of the statement; and (C) your written statement that you intend to continue ownership of the shares through the date of the company's annual or special meeting.” [emphasis added]

Mr. John Chevedden
October 1, 2020

Please provide the proof of ownership contemplated by Rule 14a-8(b)(2) within 14 calendar days of receiving this notice. I note that you have already provided the requisite statement of your intention to continue to hold the securities through the date of the 2021 annual meeting of shareholders in the correspondence accompanying your proposal.

If you have any questions regarding this notice, please contact me.

Very truly yours,

/s/ Daniel T. Young

Daniel T. Young
Secretary



October 14, 2020

John R Chevedden

Dear Mr. Chevedden:

This letter is provided at the request of Mr. John R. Chevedden, a customer of Fidelity Investments.

Please accept this letter as confirmation that as of market close on October 13, 2020, Mr. Chevedden has continuously owned no fewer than the share quantities of the securities shown in the table below, since July 1, 2019.

Security Name	CUSIP	Trading Symbol	Share Quantity
Cigna Corp.	125523100	CI	100.000
Crown Holdings Inc.	228368106	CCK	100.000
Goodyear Tire & Rubber Co.	382550101	GT	350.000
Centenne Corp.	15135B101	CNC	100.000
AutoNation Inc.	05329W102	AN	100.000

These securities are registered in the name of National Financial Services LLC, a DTC participant (DTC number: 0226) and Fidelity Investments subsidiary. Please note that this information is unaudited and not intended to replace your monthly statements or official tax documents.

I hope you find this information helpful. If you have any questions regarding this issue or general inquiries regarding your account, please contact the Fidelity Private Client Group at 800-544-5704 for assistance.

Sincerely,

Chad R. Dunaway
Operations Specialist

Our File: W446703-06OCT20

OSGCSC/OSGFREFFRM

W446703-06OCT20

Fidelity Brokerage Services LLC, Members NYSE, SIPC.

Mr. Daniel Young
Corporate Secretary
Goodyear Tire & Rubber Company (GT)
200 Innovation Way
Akron, OH 44316-0001
PH: 330-796-2121

REVISED 01 NOV 2020

Dear Mr. Young,

This Rule 14a-8 proposal is respectfully submitted in support of the long-term performance of our company.

This Rule 14a-8 proposal is intended as a low-cost method to improve company performance – especially compared to the substantial capitalization of our company.

This proposal is for the annual shareholder meeting. Rule 14a-8 requirements will be met including the continuous ownership of the required stock value until after the date of the respective shareholder meeting and presentation of the proposal at the annual meeting. This submitted format, with the shareholder-supplied emphasis, is intended to be used for definitive proxy publication.

Your consideration and the consideration of the Board of Directors is appreciated in support of the long-term performance of our company. Please acknowledge receipt of this proposal by email to

Sincerely,


John Chevedden


Date

[This line and any line above it is not for publication.]

Proposal 4 – Special Shareholder Meeting Improvement

Shareholders ask our board to take the steps necessary to amend the appropriate company governing documents to give the owners of a combined 10% of our outstanding common stock the power to call a special shareholder meeting. The Board of Directors would continue to have its existing power to call a special meeting.

Currently it takes formal steps by 35% of the shares that normally cast ballots at the annual meeting to call a special shareholder meeting.

And since the publication of the 2020 Goodyear annual meeting proxy there has been a dramatic development in shareholder meetings. The 2020 pandemic has resulted in 2000 in-person shareholder meetings being converted into 2000 online shareholder meetings.

Thus a special shareholder meeting can now be online shareholder meeting which is so much easier for management with a substantial cost reduction. Management is so well protected at online meetings that shareholders should have a corresponding greater flexibility in calling for a special shareholder meeting.

With online shareholder meetings management has the option of screening out constructive criticism of management. Thus the core agenda of such an online meeting can simply be the announcement of the vote.

For instance Goodyear management hit the mute button right in the middle of a formal shareholder proposal presentation at its 2020 online shareholder meeting to bar constructive criticism.

Please see:

Goodyear's virtual meeting creates issues with shareholder

<https://www.craigslist.com/manufacturing/goodyears-virtual-meeting-creates-issues-shareholder>

Please see:

Goodyear Tire & Rubber Company, Shareholder Alert

<https://www.sec.gov/Archives/edgar/data/42582/000121465920003216/d47201px14a6g.htm>

Plus AT&T management would not even allow the proponents of shareholder proposals to read their proposals by telephone at the 2020 AT&T online annual meeting during pandemic travel restrictions.

Please see:

AT&T investors denied a dial-in as annual meeting goes online

<https://whbl.com/2020/04/17/att-investors-denied-a-dial-in-as-annual-meeting-goes-online/1007928/>

Imagine the control a management like AT&T or Goodyear could have over an online special shareholder meeting.

The current stock ownership threshold of 35% of shares (that normally cast ballots at an annual meeting) to call for a special shareholder meeting can mean that more than 50% of shareholders must be contacted during a short window of time to simply call a special meeting.

Plus many shareholders, who are convinced that a special meeting should be called, can make a small paperwork error that will disqualify them from counting toward the 35% ownership threshold that is now needed for a special meeting.

Please vote yes:

Special Shareholder Meeting Improvement – Proposal 4

[The line above – Is for publication. Please assign the correct proposal number in the 2 places.]

Notes:

This proposal is believed to conform with Staff Legal Bulletin No. 14B (CF), September 15, 2004 including (emphasis added):

Accordingly, going forward, we believe that it would not be appropriate for companies to exclude supporting statement language and/or an entire proposal in reliance on rule 14a-8(l)(3) in the following circumstances:

- the company objects to factual assertions because they are not supported;
- the company objects to factual assertions that, while not materially false or misleading, may be disputed or countered;
- the company objects to factual assertions because those assertions may be interpreted by shareholders in a manner that is unfavorable to the company, its directors, or its officers; and/or
- the company objects to statements because they represent the opinion of the shareholder proponent or a referenced source, but the statements are not identified specifically as such.

We believe that it is appropriate under rule 14a-8 for companies to address these objections in their statements of opposition.

See also: Sun Microsystems, Inc. (July 21, 2005).

The stock supporting this proposal will be held until after the annual meeting and the proposal will be presented at the annual meeting. Please acknowledge this proposal promptly by email

The graphic below is intended to be placed at the conclusion of the rule 14a-8 proposal. The graphic would be the same size at the largest graphic (and accompanying bold or highlighted text with the graphic) or any highlighted executive summary that management uses in conjunction with a management proposal or a shareholder proposal in the 2021 proxy.

Proponent is willing to discuss the in unison elimination of both shareholder graphics and management graphics in the proxy in regard to specific proposals.



FOR

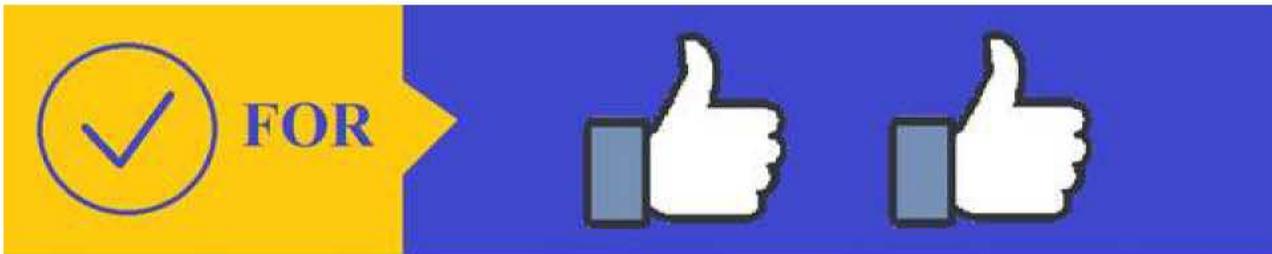


Dan Young

From: John Chevedden
Sent: Thursday, November 5, 2020 9:24 PM
To: Dan Young
Subject: [EXT] Rule 14a-8 proposal (GT)

External Email....**WARNING**....Think before you click or respond....**WARNING**

Mr. Young,
This goes with the rule 14a-8 proposal.
John Chevedden



The Goodyear Tire & Rubber Company

Akron, Ohio 44316 - 0001

LAW DEPARTMENT

TEL: (330) 796-4141
FAX: (330) 796-8836
DAN_YOUNG@GOODYEAR.COM

VIA ELECTRONIC MAIL

November 23, 2020

Mr. John Chevedden

Re: The Goodyear Tire & Rubber Company – Rule 14a-8 Shareholder Proposal

Dear Mr. Chevedden:

We acknowledge receipt of your two emails, one received on September 30, 2020 submitting a shareholder proposal relating to special shareholder meetings under Rule 14a-8 of the Securities Exchange Act of 1934, as amended, for inclusion in the proxy statement of The Goodyear Tire & Rubber Company (the “Company,” “we,” “our” or “us”) for the Company’s 2021 annual meeting of shareholders (the “Proxy Statement”), and the other received on November 1, 2020 submitting a revised version of the proposal for inclusion in the Proxy Statement. Unless otherwise specified, references in this letter to the “Proposal” refer to the revised proposal and accompanying supporting statement received by the Company on November 1, 2020.

We note that certain portions of the supporting statement in the Proposal may confuse the Company’s shareholders due to false and misleading or irrelevant information, impacting their ability to make an informed voting decision. We are therefore giving you the opportunity to modify the supporting statement to address the items set forth below.

First, the supporting statement contains objectively false and misleading statements about the threshold needed for the Company’s shareholders to call a special meeting:

- “Currently it takes formal steps by 35% of the shares that normally cast ballots at the annual meeting to call a special shareholder meeting.”

Mr. John Chevedden
November 23, 2020

- “The current stock ownership threshold of 35% of shares (that normally cast ballots at an annual meeting) to call for a special shareholder meeting can mean that more than 50% of shareholders must be contacted during a short window of time to simply call a special meeting.”
- “Plus many shareholders, who are convinced that a special meeting should be called, can make a small paperwork error that will disqualify them from counting toward the 35% ownership threshold that is now needed for a special meeting.”

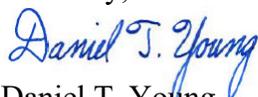
We request you to revise the foregoing false and misleading statements to reflect the correct threshold for calling a special meeting which, pursuant to Section 2 of Article 1 of the Company’s Code of Regulations, is 25% of all shares outstanding and entitled to vote at the meeting.

Second, we request you to delete all three website addresses cited in the supporting statement along with the text accompanying the addresses. The websites, which cover matters related to the already-held 2020 virtual annual meetings of the Company and AT&T Inc., do not relate to the substance of the Proposal and may confuse and mislead the Company’s shareholders as to what it is they are voting on – holding virtual annual meetings or the threshold to call special meetings.

Third, we request you to delete the graphic to be placed at the conclusion of the Proposal due to the vague and misleading nature of the graphic. As positioned in the Proxy Statement, the Company’s shareholders would be unable to discern from the graphic which party – you or the Company – recommends a “FOR” vote on the Proposal. This would create confusion and potentially mislead shareholders who may base their vote on, or are strongly influenced by, the Company’s recommendation. We also note that the Company has not historically included graphics in its statements in opposition to shareholder proposals, and does not intend to do so this year, so would also request you to delete the graphic on that basis as is offered in your notes accompanying the Proposal.

We request that you provide a revised Proposal that addresses the items identified above (or, alternatively, resubmit the original version of the Proposal submitted to the Company on September 30, 2020 to replace and supersede the November 1, 2020 version) as promptly as possible, and in any event **no later than 5:00 P.M., Eastern Time, on December 3, 2020**. Please also advise us if you will refuse to do so notwithstanding our giving you the opportunity to make revisions. Notwithstanding your submission of a revised Proposal, we reserve the right to seek exclusion of the Proposal for reasons permitted under the rules of the Securities and Exchange Commission.

Sincerely,



Daniel T. Young
Secretary and Associate General Counsel

Dan Young

From: John Chevedden *** >
Sent: Wednesday, December 2, 2020 9:24 AM
To: Dan Young
Subject: [EXT] (GT)

External Email....**WARNING**....Think before you click or respond....**WARNING**

Mr. Young,

Please advise your calculation of the lowest percent of GT shares (that cast ballots at the 2020 GT annual meeting) that could have called for a special GT shareholder meeting in Q4 2020.

John Chevedden

Dan Young

From: Dan Young
Sent: Thursday, December 3, 2020 10:12 AM
To: John Chevedden
Subject: RE: [EXT] (GT)

Dear Mr. Chevedden,

As provided in Goodyear's Code of Regulations, a special shareholders meeting may be called by "persons who hold twenty-five percent of all shares outstanding and entitled to vote thereat." See Article I, Section 2. The threshold to call a special meeting is not based upon the number of votes cast at the prior year's annual meeting.

Regards,

Daniel T. Young
Secretary and Associate General Counsel
The Goodyear Tire & Rubber Company
200 Innovation Way, Akron, OH 44316
phone.330.796.4141
dan_young@goodyear.com



From: John Chevedden *** >
Sent: Wednesday, December 2, 2020 9:24 AM
To: Dan Young <dan_young@goodyear.com>
Subject: [EXT] (GT)

External Email....**WARNING**....Think before you click or respond....**WARNING**

Mr. Young,
Please advise your calculation of the lowest percent of GT shares (that cast ballots at the 2020 GT annual meeting) that could have called for a special GT shareholder meeting in Q4 2020.
John Chevedden

From: John Chevedden >
Sent: Thursday, December 3, 2020 9:13 PM
To: Dan Young <dan_young@goodyear.com>
Subject: [EXT] (GT)

External Email....**WARNING**....Think before you click or respond....**WARNING**

Mr. Young,

This compromise wording could be part of an agreement that covers all issues:
Currently it takes formal steps by 35% of the shares that normally cast ballots at the annual meeting to call a special shareholder meeting. (35% is based on 25% times the reduced percent of total shares that typically votes at the annual meeting.)

John Chevedden

EXHIBIT B

THE GOODYEAR TIRE & RUBBER COMPANY

Code of Regulations

**Adopted November 22, 1955
As Amended April 5, 1965, April 7, 1980, April 6, 1981,
April 13, 1987, May 7, 2003, April 26, 2005, April 11, 2006,
April 7, 2009, October 6, 2009, October 5, 2010,
October 4, 2011, April 15, 2013, December 13, 2013,
April 13, 2015 and February 28, 2017**

CODE OF REGULATIONS

ARTICLE I SHAREHOLDERS

SECTION 1. *Annual Meeting.* The annual meeting of shareholders of the Company for the election of directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting, shall be held at the principal office of the Company in Akron, Ohio, at nine o'clock a.m., or at such other place within or without the State of Ohio or time as may be designated by the Board of Directors or by the Chairman of the Board and specified in the notice of the meeting, on the second Tuesday of April in each year, unless the Board of Directors by resolution shall fix a different date, which date may be any day, other than a Sunday or a legal holiday, during the period beginning April 1 and ending June 30 of such year, in which event the meeting shall be held on the date set by such resolution.

SECTION 2. *Special Meetings.* Special meetings of the shareholders of the Company may be held on any business day, when called by the Chairman of the Board, the Chief Executive Officer, the President, or a Vice President, or by the Board acting at a meeting, or by a majority of the directors acting without a meeting, or by the persons who hold twenty-five percent of all shares outstanding and entitled to vote thereat. Upon request in writing delivered either in person or by registered mail to the Chief Executive Officer, the President or the Secretary by any persons entitled to call a meeting of shareholders, such officer shall forthwith cause to be given to the shareholders entitled thereto notice of a meeting to be held on a date not less than seven or more than one hundred twenty days after the receipt of such request, as such officer may fix. If such notice is not given within thirty days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided by law or as provided in these Regulations, or cause such notice to be given by any designated representative. Each special meeting shall be called to convene between nine o'clock a.m. and four o'clock p.m. and shall be held at the principal office of the Company in Akron, Ohio, unless the same is called by the directors, acting with or without a meeting, in which case such meeting may be held at any place either within or without the State of Ohio designated by the directors and specified in the notice of such meeting.

SECTION 3. *Notice of Meetings.* Not less than seven or more than sixty days before the date fixed for a meeting of shareholders, written notice stating the time, place, and purposes of such meeting shall be given by or at the direction of the Secretary or an Assistant Secretary or any other person or persons required or permitted by these Regulations to give such notice. The notice shall be given by personal delivery, by mail, by overnight delivery service or by any other means of communication authorized by the shareholder to whom notice is given, to each shareholder entitled to notice of the meeting

who is of record as of the day next preceding the day on which notice is given or, if a record date therefor is duly fixed, of record as of said date; if mailed or sent by overnight delivery service, the notice shall be addressed to the shareholders at their respective addresses as they appear on the records of the Company. If sent by any other means of communication authorized by the shareholder, the notice shall be sent by such means of communication as authorized by the shareholder for those transmissions. Notice of the time, place, and purposes of any meeting of shareholders may be waived in writing, either before or after the holding of such meeting, by any shareholder, which writing shall be filed with or entered upon the records of the meeting.

SECTION 4. *Quorum; Adjournment.* Except as may be otherwise provided by law or by the Articles of Incorporation, at any meeting of the shareholders the holders of shares entitling them to exercise a majority of the voting power of the Company present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, the Articles, or these Regulations to be authorized or taken by a designated proportion of the shares of the Company may be authorized or taken by a lesser proportion; and provided, further, that the holders of a majority of the voting shares represented thereat, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

SECTION 5. *Proxies.* Persons entitled to vote shares or to act with respect to shares may vote or act in person or by proxy. The person appointed as proxy need not be a shareholder.

SECTION 6. *Approval and Ratification of Acts of Officers and Board.* Except as otherwise provided by the Articles of Incorporation or bylaw, any contract, act, or transaction, prospective or past, of the Company, of the Board, or of the officers may be approved or ratified at a meeting of the shareholders by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the Company, or by the written consent, with or without a meeting, of the shareholders in the manner and to the extent permitted by the Ohio General Corporation Law, provided that any such written consent shall be signed by the holders of shares entitling them to exercise no less than a majority of the voting power of the Company. Such approval or ratification shall be as valid and binding as though affirmatively voted for or consented to by every shareholder of the Company.

SECTION 7. *Order of Business.*

(a) The Chairman of the Board, or such other officer of the Company as may be designated by the Board of Directors, will call meetings of the shareholders to order and will preside at the meetings. Unless otherwise determined by the Board of Directors prior to the meeting, the presiding officer will determine the order of business at the meeting and

have the authority to regulate the conduct of the meeting, including (i) limiting the persons (other than shareholders or their duly appointed proxies) who may attend the meeting and (ii) establishing rules of conduct and such other procedures as the presiding officer may deem appropriate for the orderly conduct of the meeting.

(b) At any annual or special meeting of the shareholders, only such business as is properly brought before the meeting will be considered. To be properly brought before a meeting, business must be a proper matter for shareholder action and be (i) specified in the notice of the meeting (or any supplement to that notice) given in accordance with Section 2 or Section 3 of this Article I, as the case may be, (ii) brought before the meeting by the presiding officer or by or at the direction of the Board of Directors, or (iii) properly requested by a shareholder to be brought before the meeting in accordance with subsection (c) of this Section 7.

(c) For business to be properly requested by a shareholder to be brought before a meeting of the shareholders, the shareholder must (i) be a shareholder of the Company of record at the time of the giving of the notice of the business and at the time of the meeting, (ii) be entitled to vote at the meeting, and (iii) have given timely written notice of the business to the Secretary. To be timely, a shareholder's notice must be delivered to or mailed and received by the Secretary at the principal executive offices of the Company, in the case of an annual meeting, not earlier than the one hundred twentieth calendar day and not later than the close of business on the ninetieth calendar day prior to the anniversary of the previous year's annual meeting and, in the case of a special meeting, not later than the close of business on the tenth calendar day after the date of such meeting is first publicly disclosed. In no event shall the adjournment or postponement of an annual or special meeting commence a new time period (or extend the time period) for the giving of a shareholder's notice. A shareholder's notice must set forth, as to each matter the shareholder proposes to bring before the meeting: (A) a description in reasonable detail of the business proposed to be brought before the meeting and the reasons therefor; (B) the name and address, as they appear on the Company's books, or, if different, the current name and address of the shareholder proposing such business and of the beneficial owner, if any, on whose behalf the proposal is made; (C) the class and number of shares that are owned of record or beneficially by the shareholder and by any such beneficial owner as of the date of the notice, and a representation that the shareholder will notify the Company in writing of the class and number of shares that are owned of record or beneficially by the shareholder and by any such beneficial owner as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed; (D) a description of any material interest that the shareholder or any such beneficial owner may have in the business; (E) a description of any agreement, arrangement or understanding with respect to such business between or among the shareholder and any of its affiliates or associates, and any others (including their names) acting in concert with any of the foregoing, and a representation that the shareholder will notify the Company in writing of any such agreement, arrangement or understanding in

effect as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed; (F) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares) in effect as of the date of the notice by, or on behalf of, the shareholder or any of its affiliates or associates, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of the shareholder or any of its affiliates or associates with respect to shares of common stock of the Company (including an increase or decrease in such voting power resulting from any business practice or custom), and a representation that the shareholder will notify the Company in writing of any such agreement, arrangement, understanding, business practice or custom in effect as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed; (G) a representation that the shareholder intends to appear in person or by proxy at the meeting to propose such business; and (H) a representation whether the shareholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Company's outstanding shares required to approve the proposal and/or otherwise to solicit proxies from shareholders in support of the proposal. Notwithstanding the foregoing provisions of this Section 7(c), in order for a shareholder to submit a proposal for inclusion in the Company's proxy statement for an annual meeting of shareholders, the shareholder must comply with all applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including Rule 14a-8 (or any comparable successor rule or regulation), and the rules and regulations thereunder. The provisions of this Section 7(c) will not be deemed to prevent a shareholder from submitting proposals for inclusion in the Company's proxy statement pursuant to those rules and regulations.

(d) The determination of whether any business sought to be brought before any annual meeting or special meeting of the shareholders is properly brought in accordance with this Section 7 will be made by the presiding officer of the meeting. If the presiding officer determines that any business is not properly brought before the meeting, he or she will so declare to the meeting, and the business will not be considered or acted upon.

ARTICLE II BOARD OF DIRECTORS

SECTION 1. *Number; Authority.* The Board of Directors shall be composed of eleven members unless the number of members of the Board of Directors is changed by action of the shareholders taken in accordance with the laws of the State of Ohio, the Articles of Incorporation and these Regulations or by a resolution adopted by the affirmative vote of a majority of the directors then in office. The directors may, from time to time, increase or decrease the number of directors, provided that the directors shall not increase the number of directors to more than fifteen persons or decrease the number of directors to less than nine persons. Any director's office that is created by an increase in

the number of directors pursuant to action taken by the Board of Directors may be filled by the vote of a majority of the directors then in office. No reduction in the number of directors by action taken by the shareholders or the directors shall, of itself, shorten the term or result in the removal of any incumbent director. Except where the law, the Articles of Incorporation or these Regulations require action to be authorized or taken by the shareholders, all of the authority of the Company shall be exercised by the directors.

SECTION 2. *Election of Directors; Term of Office.*

(a) At each annual meeting of shareholders, or at a special meeting called for the purpose of electing directors, each director shall be elected for a term expiring at the next annual meeting of shareholders following his or her election as a director and shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation, removal from office or death.

(b) At a meeting of the shareholders at which directors are to be elected, only persons properly nominated as candidates will be eligible for election as directors. Candidates may only be properly nominated (i) by the Board of Directors or (ii) by any shareholder in accordance with (A) subsection (c) of this Section 2 or (B) with respect to an annual meeting of shareholders, Section 2A of this Article II.

(c) For a shareholder properly to nominate a candidate for election as a director at a meeting of the shareholders pursuant to this Section 2, the shareholder must (i) be a shareholder of the Company of record at the time of the giving of the notice of the nomination and at the time of the meeting, (ii) be entitled to vote at the meeting in the election of directors, and (iii) have given timely written notice of the nomination to the Secretary. To be timely, a shareholder's notice must be delivered to or mailed and received by the Secretary at the principal executive offices of the Company, in the case of an annual meeting, not earlier than the one hundred twentieth calendar day and not later than the close of business on the ninetieth calendar day prior to the anniversary of the previous year's annual meeting and, in the case of a special meeting, not later than the close of business on the tenth calendar day after the date of such meeting is first publicly disclosed. In no event shall the adjournment or postponement of an annual or special meeting commence a new time period (or extend the time period) for the giving of a shareholder's notice. A shareholder's notice must set forth, as to each candidate: (A) the name, age, business address and residence address of the candidate; (B) the principal occupation or employment of the candidate; (C) the number of shares of common stock of the Company that are owned of record or beneficially by the candidate; (D) all of the information about the candidate required to be disclosed in a proxy statement complying with the rules and regulations of the Securities and Exchange Commission used in connection with the solicitation of proxies for the election of the candidate as a director; (E) the written consent of the candidate to serve as a director if elected and a representation that the candidate (i) does not and will not have any undisclosed voting commitments or

other undisclosed arrangements with respect to his or her actions as a director and (ii) will comply with these Regulations and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and share ownership and trading policies and guidelines of the Company; (F) the name and address, as they appear on the Company's books, or, if different, the current name and address of the shareholder making such nomination and of the beneficial owner, if any, on whose behalf the nomination is made; (G) the class and number of shares that are owned of record or beneficially by the shareholder and by any such beneficial owner as of the date of the notice, and a representation that the shareholder will notify the Company in writing of the class and number of shares that are owned of record or beneficially by the shareholder and by any such beneficial owner as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed; (H) a description of any agreement, arrangement or understanding with respect to such nomination between or among the shareholder and any of its affiliates or associates, and any others (including their names) acting in concert with any of the foregoing, and a representation that the shareholder will notify the Company in writing of any such agreement, arrangement or understanding in effect as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed; (I) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares) in effect as of the date of the notice by, or on behalf of, the shareholder or any of its affiliates or associates, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of the shareholder or any of its affiliates or associates with respect to shares of common stock of the Company (including an increase or decrease in such voting power resulting from any business practice or custom), and a representation that the shareholder will notify the Company in writing of any such agreement, arrangement, understanding, business practice or custom in effect as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed; (J) a representation that the shareholder intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; and (K) a representation whether the shareholder intends to deliver a proxy statement and/or form of proxy to holders of the Company's outstanding common stock and/or otherwise to solicit proxies from shareholders in support of the nomination. The Company may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as an independent director of the Company (as provided for in the Company's Corporate Governance Guidelines) or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such nominee from the Company, the nominating shareholder and their respective affiliates or associates.

(d) The determination of whether any nomination sought to be brought before any meeting of the shareholders is properly made in accordance with this Section 2 will be made by the presiding officer of the meeting. If the presiding officer determines that one

or more of the candidates has not been nominated in accordance with this Section 2, he or she will so declare to the meeting, and the candidates will not be considered or voted upon.

SECTION 2A. *Shareholder Nominations Included in the Company's Proxy Materials.*

(a) *Inclusion of Nominees in Proxy Statement.* Subject to the provisions of this Section 2A, if expressly requested in the relevant Nomination Notice (as defined below), the Company shall include in its proxy statement for any annual meeting of shareholders:

(i) the names of any person or persons nominated for election (each, a "Nominee"), which shall also be included on the Company's form of proxy and ballot, by any Eligible Holder (as defined below) or group of up to twenty Eligible Holders that has (individually and collectively, in the case of a group) satisfied, as determined by the Board, all applicable conditions and complied with all applicable procedures set forth in this Section 2A (such Eligible Holder or group of Eligible Holders being a "Nominating Shareholder");

(ii) disclosure about each Nominee and the Nominating Shareholder required to be included in the proxy statement under the rules of the Securities and Exchange Commission ("SEC"), the rules of any stock exchange on which the Company's securities are traded, or other applicable law;

(iii) any statement included by the Nominating Shareholder in the Nomination Notice for inclusion in the proxy statement in support of each Nominee's election to the Board (subject, without limitation, to Section 2A(e)(ii) of this Article II), if such statement does not exceed five hundred words and fully complies with Section 14 of the Exchange Act and the rules and regulations thereunder, including Rule 14a-9 (the "Supporting Statement"); and

(iv) any other information that the Company or the Board determines, in their discretion, to include in the proxy statement relating to the nomination of each Nominee, including, without limitation, any statement in opposition to the nomination, any of the information provided pursuant to this Section and any solicitation materials or related information with respect to a Nominee.

For purposes of this Section 2A, any determination to be made by the Board may be made by the Board, a committee of the Board or any officer of the Company designated by the Board or a committee of the Board, and any such determination shall be final and binding on the Company, any Eligible Holder, any Nominating Shareholder, any Nominee and any other person so long as made in good faith (without any further requirements). The Chairman of the Board, or such other officer of the Company as may be designated by the Board, presiding at any annual meeting of shareholders, in addition to

making any other determinations that may be appropriate to the conduct of the meeting, shall have the power and duty to determine whether a Nominee has been nominated in accordance with the requirements of this Section 2A and, if not so nominated, shall direct and declare at the meeting that such Nominee will not be considered or voted upon.

(b) *Maximum Number of Nominees.*

(i) The Company shall not be required to include in its proxy statement for an annual meeting of shareholders more Nominees than that number of directors constituting twenty percent of the total number of directors of the Company on the last day on which a Nomination Notice may be submitted pursuant to this Section 2A (rounded down to the nearest whole number) (the “Maximum Number”). The Maximum Number for a particular annual meeting shall be reduced by (1) Nominees who the Board itself decides to nominate for election at such annual meeting; (2) Nominees who cease to satisfy, or Nominees of Nominating Shareholders that cease to satisfy, the eligibility requirements in this Section 2A, as determined by the Board; (3) Nominees whose nomination is withdrawn by the Nominating Shareholder or who become unwilling to serve on the Board; and (4) the number of incumbent directors who had been Nominees with respect to any of the preceding two annual meetings of shareholders and whose reelection at the upcoming annual meeting is being recommended by the Board. In the event that one or more vacancies for any reason occurs on the Board after the deadline for submitting a Nomination Notice as set forth in Section 2A(d) but before the date of the annual meeting, and the Board resolves to reduce the size of the Board in connection therewith, the Maximum Number shall be calculated based on the number of directors in office as so reduced.

(ii) If the number of Nominees pursuant to this Section 2A for any annual meeting of shareholders exceeds the Maximum Number then, promptly upon notice from the Company, each Nominating Shareholder will select one Nominee for inclusion in the proxy statement until the Maximum Number is reached, going in order of the amount (largest to smallest) of the ownership position as disclosed in each Nominating Shareholder’s Nomination Notice, with the process repeated if the Maximum Number is not reached after each Nominating Shareholder has selected one Nominee. If, after the deadline for submitting a Nomination Notice as set forth in Section 2A(d), a Nominating Shareholder or a Nominee ceases to satisfy the eligibility requirements in this Section 2A, as determined by the Board, a Nominating Shareholder withdraws its nomination or a Nominee becomes unwilling to serve on the Board, whether before or after the mailing or other distribution of the definitive proxy statement, then the nomination shall be disregarded, and the Company (1) shall not be required to include in its proxy statement or on any ballot or form of proxy the disregarded Nominee or any successor or replacement nominee proposed by the Nominating Shareholder or by any other Nominating Shareholder and (2) may otherwise communicate to its shareholders, including without limitation by amending or supplementing its proxy statement or ballot or form of proxy,

that a Nominee will not be included as a nominee in the proxy statement or on any ballot or form of proxy and will not be voted on at the annual meeting.

(c) *Eligibility of Nominating Shareholder.*

(i) An “Eligible Holder” is a person who has either (1) been a record holder of the shares of common stock used to satisfy the eligibility requirements in this Section 2A(c) continuously for the three-year period specified in Subsection (ii) below or (2) provides to the Secretary, within the time period referred to in Section 2A(d), evidence of continuous ownership of such shares for such three-year period from one or more securities intermediaries in a form that the Secretary determines would be deemed acceptable for purposes of a shareholder proposal under Rule 14a-8(b)(2) under the Exchange Act (or any successor rule).

(ii) An Eligible Holder or group of up to twenty Eligible Holders may submit a nomination in accordance with this Section 2A only if the person or group (in the aggregate) has continuously owned at least the Minimum Number (as defined below) of shares of the Company’s common stock throughout the three-year period preceding and including the date of submission of the Nomination Notice, and continues to own at least the Minimum Number through the date of the annual meeting. Two or more funds that are (x) under common management and investment control, (y) under common management and funded primarily by a single employer or (z) a “group of investment companies,” as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, shall be treated as one Eligible Holder if such Eligible Holder shall provide together with the Nomination Notice documentation reasonably satisfactory to the Company that demonstrates that the funds meet the criteria set forth in (x), (y) or (z) hereof. For the avoidance of doubt, in the event of a nomination by a group of Eligible Holders, any and all requirements and obligations for an individual Eligible Holder that are set forth in this Section 2A, including the minimum holding period, shall apply to each member of such group; provided, however, that the Minimum Number shall apply to the ownership of the group in the aggregate. Should any shareholder cease to satisfy the eligibility requirements in this Section 2A, as determined by the Board, or withdraw from a group of Eligible Holders at any time prior to the annual meeting of shareholders, the group of Eligible Holders shall only be deemed to own the shares held by the remaining members of the group.

(iii) The “Minimum Number” of shares of the Company’s common stock means three percent of the number of outstanding shares of common stock as of the most recent date for which such amount is given in any filing by the Company with the SEC prior to the submission of the Nomination Notice.

(iv) For purposes of this Section 2A, an Eligible Holder “owns” only those outstanding shares of the Company as to which the Eligible Holder possesses both:

(A) the full voting and investment rights pertaining to the shares;
and

(B) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (A) and (B) shall not include any shares (1) purchased or sold by such Eligible Holder or any of its affiliates in any transaction that has not been settled or closed, (2) sold short by such Eligible Holder, (3) borrowed by such Eligible Holder or any of its affiliates for any purpose or purchased by such Eligible Holder or any of its affiliates pursuant to an agreement to resell or subject to any other obligation to resell to another person, or (4) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such Eligible Holder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of the Company, in any such case which instrument or agreement has, or is intended to have, the purpose or effect of: (x) reducing in any manner, to any extent or at any time in the future, such Eligible Holder's or any of its affiliates' full right to vote or direct the voting of any such shares, and/or (y) hedging, offsetting or altering to any degree, gain or loss arising from the full economic ownership of such shares by such Eligible Holder or any of its affiliates.

An Eligible Holder "owns" shares held in the name of a nominee or other intermediary so long as the Eligible Holder retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. An Eligible Holder's ownership of shares shall be deemed to continue during any period in which the Eligible Holder has delegated any voting power by means of a proxy, power of attorney, or other similar instrument or arrangement that is revocable at any time by the Eligible Holder. An Eligible Holder's ownership of shares shall be deemed to continue during any period in which the Eligible Holder has loaned such shares provided that the Eligible Holder has the power to recall such loaned shares on five business days' notice, has recalled such loaned shares as of the date of the Nomination Notice and continues to hold such shares through the date of the annual meeting. The terms "owned," "owning" and other variations of the word "own" shall have correlative meanings. Whether outstanding shares of the Company are "owned" for these purposes shall be determined by the Board.

(v) No Eligible Holder shall be permitted to be in more than one group constituting a Nominating Shareholder, and if any Eligible Holder appears as a member of more than one group, it shall be deemed to be a member only of the group that has the largest ownership position as reflected in the Nomination Notice.

(d) *Nomination Notice.* To nominate a Nominee, the Nominating Shareholder must, no earlier than the one hundred fiftieth calendar day and no later than the one hundred twentieth calendar day prior to the first anniversary of the date that the Company

commenced mailing or otherwise sending its proxy statement for the preceding year's annual meeting of shareholders, submit to the Secretary at the principal executive offices of the Company all of the following information and documents (collectively, the "Nomination Notice"); provided, however, that if (and only if) the annual meeting is not scheduled to be held within a period that commences thirty days before the first anniversary of the date of the preceding year's annual meeting and ends thirty days after such annual meeting anniversary date (an annual meeting date outside such period being referred to herein as an "Other Meeting Date"), the Nomination Notice shall be given in the manner provided herein by the later of the close of business on the one hundred fiftieth calendar day prior to such Other Meeting Date or the tenth calendar day following the day on which public announcement of such Other Meeting Date is first made:

(i) A Schedule 14N (or any successor form) relating to each Nominee, completed and filed with the SEC by the Nominating Shareholder as applicable, in accordance with SEC rules;

(ii) A written notice, in a form deemed satisfactory by the Board, of the nomination of each Nominee that includes the following additional information, agreements, representations and warranties by the Nominating Shareholder (including each group member):

(A) the information required with respect to the nomination of directors pursuant to Section 2 of this Article II (other than the information required by Section 2(c)(J) and (K) of this Article II);

(B) the details of any relationship that existed within the past three years and that would have been described pursuant to Item 6(e) of Schedule 14N (or any successor item) if it existed on the date of submission of the Schedule 14N;

(C) a representation and warranty that the Nominating Shareholder acquired the securities of the Company in the ordinary course of business and did not acquire, and is not holding, securities of the Company for the purpose or with the effect of influencing or changing control of the Company;

(D) a representation and warranty that each Nominee's candidacy or, if elected, Board membership would not violate applicable state or federal law or the rules of any stock exchange on which the Company's securities are traded;

(E) a representation and warranty that each Nominee:

(1) does not have any direct or indirect relationship with the Company that would cause the Nominee to be considered not independent pursuant to the Company's Director Independence Standards contained in its Corporate Governance Guidelines or as most recently published on its website and otherwise qualifies as

independent under the rules of the primary stock exchange on which the Company's shares of common stock are traded;

(2) meets the audit committee and compensation committee independence requirements under the rules of the primary stock exchange on which the Company's shares of common stock are traded;

(3) is a "non-employee director" for the purposes of Rule 16b-3 under the Exchange Act (or any successor rule);

(4) is an "outside director" for the purposes of Section 162(m) of the Internal Revenue Code (or any successor provision); and

(5) is not and has not been subject to any event specified in Rule 506(d)(1) of Regulation D (or any successor rule) under the Securities Act of 1933, as amended, or Item 401(f) of Regulation S-K (or any successor rule) under the Exchange Act, without reference to whether the event is material to an evaluation of the ability or integrity of such Nominee;

(F) a representation and warranty that the Nominating Shareholder satisfies the eligibility requirements set forth in Section 2A(c) and has provided evidence of ownership to the extent required by Section 2A(c)(i);

(G) a representation and warranty that the Nominating Shareholder intends to continue to satisfy the eligibility requirements described in Section 2A(c) through the date of the annual meeting;

(H) a representation and warranty that the Nominating Shareholder currently intends to continue to maintain ownership of the Minimum Number of shares of the Company's common stock for at least one year following the date of the annual meeting;

(I) details of any position of a Nominee as an officer or director of any competitor (that is, any entity that produces products or provides services that compete with or are alternatives to the products produced or services provided by the Company or its affiliates) of the Company, within the three years preceding the submission of the Nomination Notice;

(J) a representation and warranty that the Nominating Shareholder will not engage in a "solicitation" within the meaning of Rule 14a-1(l) (without reference to the exception in Section 14a-1(l)(2)(iv)) (or any successor rules) under the Exchange Act with respect to the annual meeting, other than with respect to a Nominee or any nominee of the Board;

(K) a representation and warranty that the Nominating Shareholder will not use any proxy card other than the Company's proxy card in soliciting shareholders in connection with the election of a Nominee at the annual meeting;

(L) if desired, a Supporting Statement; and

(M) in the case of a nomination by a group, the designation by all group members of one group member that is authorized to act on behalf of all group members with respect to matters relating to the nomination, including withdrawal of the nomination;

(iii) An executed agreement, in a form deemed satisfactory by the Board, pursuant to which the Nominating Shareholder (including each group member) agrees:

(A) to comply with all applicable laws, rules and regulations in connection with the nomination, solicitation and election;

(B) to file any written solicitation or other communication with the Company's shareholders relating to one or more of the Company's directors or director nominees or any Nominee with the SEC, regardless of whether any such filing is required under rule or regulation or whether any exemption from filing is available for such materials under any rule or regulation;

(C) to assume all liability stemming from an action, suit or proceeding concerning any actual or alleged legal or regulatory violation arising out of any communication by the Nominating Shareholder or any of its Nominees with the Company, its shareholders or any other person in connection with the nomination or election of directors, including, without limitation, the Nomination Notice;

(D) to indemnify and hold harmless (jointly with all other group members, in the case of a group member) the Company and each of its directors, officers and employees individually against any liability, loss, damages, expenses or other costs (including attorneys' fees) incurred in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Company or any of its directors, officers or employees arising out of or relating to a failure or alleged failure of the Nominating Shareholder or any of its Nominees to comply with, or any breach or alleged breach of, its or their obligations, agreements or representations under this Section 2A;

(E) in the event that any information included in the Nomination Notice, or any other communication by the Nominating Shareholder (including with respect to any group member), with the Company, its shareholders or any other person in connection with the nomination or election ceases to be true and accurate in all material

respects (or omits a material fact necessary to make the statements made not misleading), or that the Nominating Shareholder (including any group member) has failed to continue to satisfy the eligibility requirements described in Section 2A(c), to promptly (and in any event within forty-eight hours of discovering such misstatement, omission or failure) notify the Company and any other recipient of such communication of (A) the misstatement or omission in such previously provided information and of the information that is required to correct the misstatement or omission or (B) such failure; and

(iv) An executed agreement, in a form deemed satisfactory by the Board, by each Nominee:

(A) to provide to the Company such other information and certifications, including completion of the Company's director questionnaire, as it may reasonably request;

(B) at the reasonable request of the Governance Committee, to meet with the Governance Committee to discuss matters relating to the nomination of such Nominee to the Board, including the information provided by such Nominee to the Company in connection with his or her nomination and such Nominee's eligibility to serve as a member of the Board;

(C) that such Nominee has read and agrees, if elected, to serve as a member of the Board, to adhere to the Company's Corporate Governance Guidelines, Board of Directors and Executive Officers Conflict of Interest Policy and any other Company policies and guidelines applicable to directors; and

(D) that such Nominee is not and will not become a party to (i) any agreement, arrangement or understanding with any person or entity as to how such Nominee would vote or act on any issue or question as a director (a "Voting Commitment") that has not been disclosed to the Company or (ii) any Voting Commitment that could limit or interfere with such Nominee's ability to comply, if elected as a director of the Company, with his or her fiduciary duties under applicable law.

The information and documents required by this Section 2A(d) to be provided by the Nominating Shareholder shall be (i) provided with respect to and executed by each group member, in the case of information applicable to group members; and (ii) provided with respect to the persons specified in Instruction 1 to Items 6(c) and (d) of Schedule 14N (or any successor item) in the case of a Nominating Shareholder or group member that is an entity. The Nomination Notice shall be deemed submitted on the date on which all the information and documents referred to in this Section 2A(d) (other than such information and documents contemplated to be provided after the date the Nomination Notice is provided) have been delivered to or, if sent by mail, received by the Secretary.

(e) *Exceptions.*

(i) Notwithstanding anything to the contrary contained in this Section 2A, the Company may omit from its proxy statement any Nominee and any information concerning such Nominee (including a Nominating Shareholder's Supporting Statement) and no vote on such Nominee will occur (notwithstanding that proxies in respect of such vote may have been received by the Company), and the Nominating Shareholder may not, after the last day on which a Nomination Notice would be timely, cure in any way any defect preventing the nomination of such Nominee, if:

(A) the Company receives a notice pursuant to Section 2 of this Article II that a shareholder intends to nominate a candidate for director at the annual meeting, whether or not such notice is subsequently withdrawn or made the subject of a settlement with the Company;

(B) the Nominating Shareholder or the designated lead group member, as applicable, or any qualified representative thereof, does not appear at the meeting of shareholders to present the nomination submitted pursuant to this Section 2A, the Nominating Shareholder withdraws its nomination or the chairman of the annual meeting declares that such nomination was not made in accordance with the procedures prescribed by this Section 2A and shall therefore be disregarded;

(C) the Board determines that such Nominee's nomination or election to the Board would result in the Company violating or failing to be in compliance with the Articles of Incorporation, these Regulations or any applicable law, rule or regulation to which the Company is subject, including any rules or regulations of the primary stock exchange on which the Company's common stock is traded;

(D) such Nominee has been, within the past three years, an officer or director of a competitor, as defined for purposes of Section 8 of the Clayton Antitrust Act of 1914; or

(E) the Company is notified, or the Board determines, that the Nominating Shareholder or the Nominee has failed to continue to satisfy the eligibility requirements described in Section 2A(c), any of the representations and warranties made in the Nomination Notice ceases to be true and accurate in all material respects (or omits a material fact necessary to make the statements made not misleading), such Nominee becomes unwilling or unable to serve on the Board of Directors or any material violation or breach occurs of the obligations, agreements, representations or warranties of the Nominating Shareholder or such Nominee under this Section 2A;

(ii) Notwithstanding anything to the contrary contained in this Section 2A, the Company may omit from its proxy statement, or may supplement or

correct, any information, including all or any portion of the Supporting Statement or any other statement in support of a Nominee included in the Nomination Notice, if the Board determines that:

(A) such information is not true in all material respects or omits a material fact necessary to make the statements made not misleading;

(B) such information directly or indirectly impugns the character, integrity or personal reputation of, or directly or indirectly makes charges concerning improper, illegal or immoral conduct or associations, without factual foundation, with respect to, any person; or

(C) the inclusion of such information in the proxy statement would otherwise violate the SEC proxy rules or any other applicable law, rule or regulation.

The Company may solicit against, and include in the proxy statement its own statement relating to, any Nominee.

SECTION 3. *Vacancies; Resignations; Removal of Directors.* In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining directors, though less than a majority of the whole authorized number of directors, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term. Any director may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary, such resignation to take effect immediately or at such other time thereafter as the director may specify. All the directors, or any individual director, may be removed from office by the vote of the holders of shares entitling them to exercise a majority of the voting power of the Company entitled to vote to elect directors in place of the director or directors to be removed. In the event of any such removal, a new director may be elected at the same meeting for the unexpired term of each director removed. Failure to elect a director to fill the unexpired term of any director so removed from office shall be deemed to create a vacancy in the Board of Directors. Notwithstanding Article X of these Regulations, the provisions of this Section 3 of Article II may be amended, repealed or supplemented only by the shareholders at a meeting held for such purpose by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the Company on such proposal.

SECTION 4. *Meetings.* Immediately after each annual meeting of the shareholders, the newly elected directors shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given. Other meetings of the Board may be held at any time within or without the State of Ohio in accordance with the bylaws, resolutions, or other action by the Board. Unless otherwise expressly stated in the notice thereof, any business may be transacted at

any meeting of the Board. Meetings of the directors may be called by the Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Lead Director, if any, designated by the Board, or any two directors.

SECTION 5. *Quorum; Adjournment.* A quorum of the Board shall consist of a majority of the directors then in office; provided that a majority of the directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of adjournment need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present except as in these Regulations otherwise expressly provided.

SECTION 6. *Committees.* The Board may from time to time create or appoint an Executive Committee and any other committee or committees deemed advisable by the Board for the proper transaction of the Company's business. Any such committee shall be composed of not less than three directors, each of whom shall serve at the pleasure of, and be subject at all times to the control and direction of, the Board. Any such committee shall act only in the intervals between meetings of the Board and shall have such authority as adheres to the committee by virtue of the provisions of this section or as may, from time to time, be delegated by the Board, except that no committee shall have authority to fill vacancies in the Board or in any committee of the Board. Subject to the aforesaid exceptions, and in the absence of express delegation of authority by the Board, the Executive Committee may transact all business and do and perform all things which may or might be transacted or done by the Board. Subject to the aforesaid exceptions with respect to the filling of vacancies in the Board or in any committee, any person dealing with the Company shall be entitled to rely upon any act of, or authorization of any act by, such committees, to the same extent as an act or authorization of the Board. Each committee shall keep full and complete records of all meetings and actions, which shall be open to inspection by the directors. Unless otherwise ordered by the Board, any such committee may prescribe its own rules for calling and holding meetings, and for its own method of procedure, and may act by a majority of its members at a meeting or without a meeting by a writing or writings signed by all of its members. The directors may appoint one or more alternate members of any such committee to take the place of any absent member or members at any meeting of such committee and, if permitted by law, to join in any action of such committee authorized or taken without a meeting; each such alternate shall serve at the pleasure of, and be subject at all times to the control and direction of, the Board.

SECTION 7. *Bylaws.* The Board may adopt bylaws for its own government, not inconsistent with the Articles of Incorporation or these Regulations.

ARTICLE III OFFICERS

SECTION 1. *Election and Designation of Officers.* The Board, at its organizational meeting, may elect a Chairman of the Board and shall elect a Chief Executive Officer, a President, a Secretary, a Treasurer, and, in its discretion, at any meeting of the Board, may elect one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, a Controller, one or more Assistant Controllers, and such other officers as the Board may deem necessary. The Chairman of the Board shall be a director, but no one of the other officers need be a director. Any two or more of such offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity for the Company, if such instrument is required to be executed, acknowledged, or verified by two or more officers.

SECTION 2. *Term of Office; Vacancies.* The officers of the Company shall hold office until the next organizational meeting of the Board and until their successors are elected, except in case of resignation, death, or removal. The Board may remove any officer at any time with or without cause by a two-thirds vote of the members of the Board then in office. Any vacancy in any office may be filled by the Board.

SECTION 3. *Chairman of the Board.* The Chairman of the Board, if any, shall preside at all meetings of shareholders and of the Board and shall have such authority and perform such duties as the Board may determine.

SECTION 4. *Chief Executive Officer and President.* Subject to directions of the Board, the Chief Executive Officer shall have general executive supervision over the property, business, and affairs of the Company. The President, who may also be the Chief Executive Officer, shall have such authority and perform such duties as the Board may determine. Unless otherwise determined by the Board, when circumstances prevent the Chief Executive Officer from acting, the President (if different) shall perform all the duties and possess all the authority of the Chief Executive Officer. Unless otherwise determined by the Board, when circumstances prevent the President from acting, the other officers of the Company shall perform all the duties and possess all the authority of the President, and shall have priority in the performance of such duties and exercise of such authority in the order designated by the Board.

SECTION 5. *Vice Presidents.* The Vice Presidents shall have such authority and perform such duties as the Board may determine.

SECTION 6. *Secretary.* The Secretary shall keep the minutes of meetings of the shareholders and of the Board. He or she shall keep such books as may be required by the Board, shall give notices of shareholders' meetings and of Board meetings required by law,

or by these Regulations, or otherwise, and shall make such certifications as he or she deems necessary or advisable.

SECTION 7. *Treasurer.* The Treasurer shall receive and have in charge all money, bills, notes, bonds, stocks in other corporations, and similar property belonging to the Company, and shall do with the same as may be ordered by the Board. He or she shall keep accurate financial accounts and hold the same open for the inspection and examination of the directors.

SECTION 8. *Controller.* The Controller shall have general charge and supervision of the preparation of financial reports.

SECTION 9. *Other Officers.* The Assistant Secretaries, Assistant Treasurers, and Assistant Controllers, if any, in addition to such authority and duties as the Board may determine, shall have such authority and perform such duties as may be directed by their respective principal officers.

SECTION 10. *Authority and Duties.* The officers shall have such authority and perform such duties, in addition to those specifically set forth in these Regulations, as the Board may determine. The Board is authorized to delegate the duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV COMPENSATION

The Board, by the affirmative vote of a majority of the directors in office, and irrespective of any personal interest of any of them, shall have authority to establish reasonable compensation, which may include pension, disability and death benefits, for services to the Company by directors and officers, or to delegate such authority to one or more officers or directors.

ARTICLE V INDEMNIFICATION

(a) The Company shall indemnify each person who is or was a director, officer or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other entity or enterprise, against any and all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any threatened, pending, or completed claim, action, suit, or proceeding (whether brought by or in the right of the Company or such other entity or otherwise), civil, criminal, administrative, or investigative, or in connection with an appeal relating thereto, in which

he or she may become involved, as a party or otherwise, by reason of being or having been a director, officer, or employee of the Company or a director, trustee, officer, employee, member, manager, or agent of such other entity, or by reason of any past or future action taken or not taken in such capacity, whether or not he or she continues to be such at the time such liability or expense is incurred, provided such person acted, in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company or such other entity, as the case may be, and, in addition, in any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

(b) As used in this Article, the terms “liability” and “expense” shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by, a person referred to in this Article other than amounts paid to the Company itself or to such other entity served at the Company’s request. The termination of any claim, action, suit, or proceeding, civil, criminal, administrative, or investigative, by judgment, order, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere or its equivalent, shall not create a presumption that such person did not meet the standards of conduct set forth in paragraph (a) of this Article.

(c) To the extent that any such person referred to in this Article has been successful, on the merits or otherwise, in defense of any claim, action, suit, or proceeding of the character described herein, or in defense of any claim, issue, or matter therein, he or she shall be entitled to indemnification as of right. Except as provided in the preceding sentence, any indemnification hereunder shall be made only if (1) the Board, acting by a quorum consisting of directors who are not parties to (or who have been successful with respect to) such claim, action, suit, or proceeding, shall find that the person has met the standards of conduct set forth in paragraph (a) of this Article, (2) independent legal counsel (who may be the regular counsel of the Company) selected by a quorum consisting of directors who are not parties to (or who have been successful with respect to) such claim, action, suit, or proceeding shall deliver to the Company their written advice that, in their opinion, such person has met such standards, or (3) the court in which such claim, action, suit, or proceeding was brought finds that such person has met such standards. In the event of a change in control of the Company, the independent legal counsel referred to in clause (2) of the immediately preceding sentence shall be selected by the person seeking indemnification hereunder.

(d) Expense incurred with respect to any such claim, action, suit, or proceeding may be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he or she is entitled to indemnification under this Article.

(e) The rights of indemnification provided in this Article shall be in addition to any rights to which any person concerned may otherwise be entitled by contract or as a

matter of law, and shall continue as to a person who has ceased to serve in a capacity referred to in this Article and shall inure to the benefit of the heirs, executors, and administrators of any such person.

(f) In the case of a merger into this Company of a constituent corporation that, if its separate existence had continued, would have been required to indemnify its directors, trustees, officers, employees, members, managers, or agents in specified situations, any person who served as a director, officer, or employee of the constituent corporation, or served at the request of the constituent corporation as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other entity or enterprise, shall be entitled to indemnification by this Company (as the surviving corporation) to the same extent he or she would have been entitled to indemnification by the constituent corporation, if its separate existence had continued.

(g) A right to indemnification or to advancement of expenses arising under this Article shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative, or investigative claim, action, suit, or proceeding for which indemnification or advancement of expenses is sought.

ARTICLE VI RECORD DATES

For any lawful purpose, including, without limitation, the determination of the shareholders who are entitled to:

- (1) receive notice of or to vote at a meeting of shareholders,
- (2) receive payment of any dividend or distribution,
- (3) receive or exercise rights of purchase of or subscription for, or exchange or conversion of, shares or other securities, subject to contract rights with respect thereto, or
- (4) participate in the execution of written consents, waivers, or releases, the Board may fix a record date which shall not be a date earlier than the date on which the record date is fixed and, in the cases provided for in clauses (1), (2), and (3) above, shall not be more than sixty days preceding the date of the meeting of shareholders, or the date fixed for the payment of any dividend or distribution, or the date fixed for the receipt or the exercise of rights, as the case may be. The record date for the purpose of the determination of the shareholders who are entitled to receive notice of or to vote at a meeting of shareholders shall continue to be the record date for all adjournments of such meeting, unless the Board or the persons who shall have fixed the original record date shall, subject to the

limitations set forth in this Article, fix another date, and in case a new record date is so fixed, notice thereof and of the date to which the meeting shall have been adjourned shall be given to shareholders of record as of such date in accordance with the same requirements as those applying to a meeting newly called. The Board may close the share transfer books against transfers of shares during the whole or any part of the period provided for in this Article, including the date of the meeting of shareholders and the period ending with the date, if any, to which adjourned.

ARTICLE VII EXECUTION OF DOCUMENTS

Except as otherwise provided in these Regulations, or by specific or general resolutions of the Board, all documents evidencing conveyances by or contracts or other obligations of the Company shall be signed by the Chairman of the Board, if any, the Chief Executive Officer, the President, or a Vice President, and attested by the Secretary or an Assistant Secretary.

ARTICLE VIII CERTIFICATES FOR SHARES

SECTION 1. *Form of Certificates and Signatures.* Each holder of shares is entitled to one or more certificates, signed by the Chairman of the Board or the President or a Vice President and by the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer of the Company, which shall certify the number and class of shares held by him or her in the Company, but no certificate for shares shall be executed or delivered until such shares are fully paid. When such a certificate is countersigned by an incorporated transfer agent or registrar, the signature of any of said officers of the Company may be facsimile, engraved, stamped, or printed. Although any officer of the Company whose manual or facsimile signature is affixed to such a certificate so countersigned ceases to be such officer before the certificate is delivered, such certificate nevertheless shall be effective in all respects when delivered. The Board may provide by resolution that some or all of any or all classes and series of shares of the Company shall be uncertificated shares to the extent permitted by the Ohio General Corporation Law.

SECTION 2. *Transfer of Shares.* Shares of the Company shall be transferable upon the books of the Company by the holders thereof, in person, or by a duly authorized attorney (and, if issued in certificated form, upon surrender and cancellation of certificates for a like number of shares of the same class or series), with duly executed assignment and power of transfer provided in connection therewith, and with such proof of the authenticity of the signatures to such assignment and power of transfer as the Company or its agents may reasonably require.

SECTION 3. *Lost, Stolen, or Destroyed Certificates.* The Company may issue a new certificate for shares or provide for uncertificated shares in place of any certificate theretofore issued by it and alleged to have been lost, stolen, or destroyed, and the Board may, in its discretion, require the owner, or his or her legal representatives, to give the Company a bond containing such terms as the Board may require to protect the Company or any person injured by the execution and delivery of a new certificate or the provision of uncertificated shares.

SECTION 4. *Transfer Agents and Registrars.* The Board may appoint, or revoke the appointment of, transfer agents and registrars and may require all certificates for shares to bear the signatures of such transfer agents and registrars, or any of them. The Board shall have authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, and registration of certificated and uncertificated shares of the Company.

ARTICLE IX AUTHORITY TO TRANSFER AND VOTE SECURITIES

The Chairman of the Board, the Chief Executive Officer, the President, and a Vice President of the Company are each authorized to sign the name of the Company and to perform all acts necessary to effect a transfer of any shares, bonds, other evidences of indebtedness or obligations, subscription rights, warrants, and other securities of another corporation owned by the Company and to issue the necessary powers of attorney for the same; and each such officer is authorized, on behalf of the Company, to vote such securities, to appoint proxies with respect thereto, and to execute consents, waivers, and releases with respect thereto, or to cause any such action to be taken.

ARTICLE X AMENDMENTS

The Regulations of the Company may be amended or new Regulations may be adopted by the shareholders, at a meeting held for such purpose by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the Company on such proposal or, without a meeting, by the written consent of the holders of shares entitling them to exercise two-thirds of the voting power on such proposal. The Regulations of the Company may also be amended by the directors to the extent permitted by the Ohio General Corporation Law.

ARTICLE XI CONTROL SHARE ACQUISITIONS

The Ohio Control Share Acquisition Law found in Section 1701.831 of the Ohio Revised Code, and any subsequent amendments thereto, shall not apply to the Company.

EXHIBIT C

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Goodyear Tire & Rubber Company

Shareholder Alert

Voluntary submission by John Chevedden,

Goodyear Tire & Rubber Company shareholder since 2011.

Vote FOR Proposal 4

During the 20 minute remote April 6, 2020 shareholder meeting Goodyear management cut off the microphone as Proposal 4 was being presented.

Below is the text of Proposal 4 which was being read when Goodyear management cut the microphone.

The polls should be reopened so that shareholders can vote based on the full text of the Proposal 4 presentation:

Proposal 4 – Enable Shareholders to Vote on Bylaw and Charter Amendments

Sponsored by John Chevedden.

Shareholders request that the Board of Directors take the steps necessary to adopt a bylaw so that any amendment to the bylaws or charter, that is approved by the board, shall be subject to a non-binding shareholder vote as soon as practical.

It is important that bylaw and charter amendments take into consideration the impact that such amendments can have on limiting the rights of shareholders and on reducing the accountability of directors and managers. A proxy advisor recently adopted a policy to vote against directors who unilaterally adopt bylaw provisions or amendments to the articles of incorporation that materially diminish shareholder rights. Bylaw amendments without shareholder approval can be a sneaky way for the Board of Directors to limit the rights of shareholders or allow management to escape shareholder accountability.

It is particularly important to increase the voice and rights of shareholders in a year in which our stock has fallen from \$20 to \$5. Goodyear stock is now priced lower than it was in 1962.

Mr. Richard Kramer, our combined CEO/COB received our highest negative votes in 2019. Plus our former Lead Director, Warren McCollough, received our second highest negative votes. This leads to a question for our new Lead Director, Laurette Koellner, who claims to be focused on shareholder engagement in her introduction to the 2020 annual meeting proxy:

What engagement was there with the shareholders who rejected executive pay in 2018 and 2019? 9% of shares rejected executive pay in both 2018 and 2019 when a 5% rejection is the norm at many companies. It is especially important that executive pay have the proper incentives.

Goodyear was vulnerable to an attack from an activist investor, according to shareholder-activism intelligence firm Activist Insight in an August 2019 article.

Goodyear's stock plunged 43% year-to-date as Goodyear's sales went into reverse.

Five-year total shareholder returns of minus-49% also fall far below the S&P 500 average of plus-63%.

Activist shareholders could demand a cost-cutting program or even call for a strategic alternatives process with a view to selling the company.

According to a published commentary this Sunday by John Floyd, titled "Goodyear faces dilemma with Gadsden plant"

Goodyear has an inventory of 12 million tires when the normal inventory is 6 million tire.

Decline in market share and sales volume have been the defining mark of Mr. Kramer's tenure as chief executive officer. In 2011, Goodyear's sales were \$22 billion. There has been a precipitous drop in sales virtually every year since then. Sales diminished to \$14 billion in 2019, a decrease of \$8 billion from the time Mr. Kramer became CEO.

As far Goodyear's profitability, Mr. Kramer's record is nothing less than pitiful. Goodyear's profitability fell steadily during the past four years, culminating with a company loss of \$311 million in 2019.

Goodyear now seems to be blaming all its long-standing problems on COVID 19.

Please vote yes:

Proposal 4 – Enable Shareholders to Vote on Bylaw and Charter Amendments

Under these adverse circumstances Goodyear shareholders need as many avenues as possible to have input in regard to the management of the company.

Written materials are submitted pursuant to Rule 14a-6(g)(1) promulgated under the Securities Exchange Act of 1934.*

*Submission is not required of this filer under the terms of the Rule, but is made voluntarily in the interest of public disclosure and consideration of these important issues.

This is not a solicitation of authority to vote your proxy. Please DO NOT send me your proxy card; the shareholder is not able to vote your proxies, nor does this communication contemplate such an event.

The shareholder asks all shareholders to vote for Proposal 4 by following the instructions provided in the management proxy distribution.

AT&T investors denied a dial-in as annual meeting goes online

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Apr 17, 2020 6:09 AM

 AT&T investors denied a dial-in as annual meeting goes online

By Ross Kerber

BOSTON (Reuters) - Activist investors say telecommunications pioneer AT&T Inc won't take their calls for its upcoming annual meeting, reinforcing their concerns that the shift of the gatherings to cyberspace due to the COVID-19 pandemic would restrict shareholder input.

The activists, including a retired AT&T employee and a high-profile private shareholder, both said AT&T rejected their efforts to present proxy resolutions at the April 24 event.

The meeting originally was to be held in Dallas and became one of hundreds changed to an online-only format since March to slow the spread of the coronavirus. The activists and several corporate governance specialists said it was the first time they knew of a company barring investors from introducing their resolutions in some manner.

The change could soften the edges of the gathering.

"I think they're looking at this as an opportunity to have a shareholder meeting where they don't have a lot of pushback," said Jeff Rechenbach, a retired AT&T employee and union official in Cleveland. He had sponsored a resolution calling for the company to add an employee representative to its board.

AT&T spokesperson Daphne Avila said the company is asking the proponents of shareholder resolutions -- three in total -- to provide written comments to be read by management during the meeting.

"This approach will let us efficiently address the matters to be voted and then move on to additional content, specifically the CEO's state of the business discussion and questions from shareholders," she said. Like other shareholders, resolution proponents can submit questions ahead of time, she said.

AT&T's event is an early example of the hundreds of U.S. corporate annual meetings shifted online this year in an effort to limit public gatherings that could spread the coronavirus.

Activists have long complained the online-only formats give companies the chance to stifle dissent, even as issues such as climate change draw more attention. One is John Chevedden, a prolific filer and backer of shareholder resolutions including one this year calling on AT&T to have an independent board chair.

Like Rechenbach, Chevedden got an email from AT&T on Tuesday indicating he would not have a chance to speak. Chevedden said he has had difficulties at other online meetings this year including at Goodyear Tire & Rubber Co, which cut him off as he spoke, and at Bank of New York Mellon Corp which did not take his questions.

"Companies are trying to take advantage of COVID-19 and silence voices," Chevedden said.

Goodyear and BNY Mellon representatives declined to comment.

Guidance issued by the U.S. Securities and Exchange Commission as of April 7 notes a rule requiring shareholder proponents or their representatives to appear and present their proposals.

But given the current difficulties in attending meetings in person because of COVID-19 concerns, the guidance states, companies are encouraged "to provide shareholder proponents or their representatives with the ability to present their proposals through alternative means, such as by phone."

An SEC spokeswoman declined further comment.

(Reporting by Ross Kerber in Boston; Additional reporting by Arriana McLymore in Raleigh, N.C.; Editing by Daniel Wallis)