

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): June 18, 2018

The Goodyear Tire & Rubber Company

(Exact name of registrant as specified in its charter)

Ohio	1-1927	34-0253240
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
200 Innovation Way, Akron, Ohio		44316-0001
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code: 330-796-2121

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company [ ☐ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ☐ ]

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 18, 2018, The Goodyear Tire & Rubber Company (the "Company") and Laura Thompson, Executive Vice President and Chief Financial Officer of the Company, entered into a Consulting Agreement, pursuant to which Ms. Thompson will provide consulting services to the Company following her retirement on March 31, 2019.

The Consulting Agreement's term will run for fifteen months, from April 1, 2019 through June 30, 2020, and Ms. Thompson will be paid \$250,000 per quarter for the consulting services provided by her thereunder. In addition, Ms. Thompson will be reimbursed for documented out-of-pocket expenses incurred by her in connection with the consulting services and for premiums for retiree medical family coverage under the Company's retiree medical plan.

A copy of the Consulting Agreement is attached hereto as Exhibit 10.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibit 10.1 – Consulting Agreement, dated June 18, 2018, between the Company and Laura K. Thompson.

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Exhibit Index

Exhibit No.	Description
10.1	<a href="#">Consulting Agreement, dated June 18, 2018, between the Company and Laura K. Thompson</a>

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

The Goodyear Tire & Rubber Company

*June 22, 2018*

*By: David L. Bialosky*

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*Name: David L. Bialosky*

*Title: Senior Vice President, General Counsel and Secretary*

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June 18, 2018

Laura K. Thompson  
[Address Redacted]

Re: Consulting Agreement

The Goodyear Tire & Rubber Company ("Goodyear") desires to retain Laura K. Thompson ("you" or "your"), as a consultant, subject to the terms and conditions herein set forth, to provide consulting services to Goodyear and its subsidiaries.

1. **Consulting Services.** The consulting services to be provided to Goodyear hereunder include the following services:

- a. You agree to provide to Goodyear and its subsidiaries consulting services as requested by Goodyear's Chief Executive Officer relating to (i) the transition of the position of Chief Financial Officer, (ii) business development matters and related issues, and (iii) associate mentoring and development plus such other matters as may be mutually agreed upon by you and the Chief Executive Officer.
- b. Your consulting services will be delivered during the Term (as defined in Paragraph 6 below).
- c. Your consulting services will be provided from your home and at meetings, as reasonably necessary, at Goodyear's Akron, Ohio headquarters, subject to such other travel as may be mutually agreed upon by you and the Chief Executive Officer.
- d. Your consulting services will be performed in a timely, good and workmanlike manner.
- e. Your consulting services will be performed in accordance with all laws and regulations and Goodyear's policies, including the Business Conduct Manual.

2. **Fees.** Goodyear agrees to pay a fee of Two Hundred and Fifty Thousand Dollars (\$250,000) per quarter for the consulting services performed under this Agreement, payable on the first business day of each quarter. You will be responsible for any tax obligations in conjunction with such fee. In addition to the consulting fee, Goodyear will reimburse you for all reasonable and customary out-of-pocket expenses incurred by you in the performance of the consulting services, in accordance with Goodyear's applicable policies and for premiums for retiree medical family coverage under Goodyear's Medical Benefits for Salary Retirees at Designated Locations. Your requests for reimbursements must include copies of all receipts evidencing the costs incurred by you.

3. **Confidentiality Obligation.** Any information provided by Goodyear to you in connection with this Agreement will be considered to be both confidential and proprietary to Goodyear (collectively, the "Confidential Information"). You agree to hold in confidence and not to disclose to or use for others during the Term of this Agreement, and for a period of five (5) years following the termination or expiration thereof, Confidential Information, including but not limited to contracts, agreements, financial information, business operations, specific transactions, clients, customers, employees, marketing, purchasing, sales, distribution, shipping, advertising, business or other methods, computer systems, internal and external memoranda, practices, procedures, ideas, suggestions, work results, or other secret or confidential information received from Goodyear in connection with, or which results from, the services to be performed hereunder, or with respect to any other matter of a secret or confidential nature which may come into your possession in the performance of your services for Goodyear hereunder, except such information as is or becomes general public knowledge, or is disclosed to you independently by a third party legally authorized to do so, or the disclosure of which is authorized in writing by an officer of Goodyear, or is required to be disclosed by law, provided, however, in such event, you will take all reasonable steps to notify Goodyear so that a protective order or other appropriate remedy may be obtained prior to any such disclosure. You agree to return (or destroy and certify in writing that you have destroyed) any Confidential Information and all other materials provided to you upon demand within thirty (30) days of termination or expiration of this Agreement.

4. **Ownership.** You agree that any data, ideas, suggestions, processes or work results arising out of your consulting services are and shall remain the sole property of Goodyear.

5. **Independent Contractor Status.** You are acting as an independent contractor and shall not for any purpose hold yourself out to be an employee or agent of Goodyear. You will not participate in any employee benefit plan of Goodyear and will not be covered by workers compensation.

6. **Term.** This Agreement shall be effective beginning as of April 1, 2019 through June 30, 2020 (the "Term"). Goodyear agrees that you may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to Goodyear. Upon any such termination, Goodyear will have no further obligation to pay any costs except for unpaid fees and unreimbursed out-of-pocket expenses, if any, incurred prior to the termination.

7. **Miscellaneous.** This Agreement is not assignable by either party, the consulting services to be performed by you being personal to Goodyear. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior agreements and understandings, oral or written, and may not be modified or amended except in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All notices required to be given hereunder shall be sent to the applicable party at the address for such party set forth herein or such other address as a party may provide in writing to the other party.

If the foregoing meets with your acceptance, please execute and return this Agreement to Richard J. Kramer, 200 Innovation Way, Akron, Ohio 44316-0001.

/s/ Laura K. Thompson  
Laura K. Thompson

THE GOODYEAR TIRE & RUBBER COMPANY

By: /s/ Richard J. Kramer

Richard J. Kramer, Chairman, Chief Executive  
Officer and President