

**IN THE CIRCUIT COURT
EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

MARY HOUGH)	
)	
Plaintiff,)	
v.)	Case No. 2021L001161
)	
NAVISTAR, INC.,)	
)	
Defendant.)	

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Class Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiffs Mary Hough, Doug Matthews, Steven McKim, and Thomas and Cherrie Kalbrier (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel Mason Lietz & Klinger LLP; and Cafferty Clobes Meriwether & Sprengel, LLP (“Settlement Class Counsel”); and (ii) Navistar, Inc. (“Navistar” or “Defendant”), by and through its counsel, Latham & Watkins LLP. This Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

This litigation arose from a cyberattack on certain computer systems that maintain personally identifiable information for current and former employees and dependents of current and former employees of Navistar. The criminals allegedly exfiltrated files from certain of Navistar’s computer systems.

Representative Plaintiffs, individually and on behalf of approximately 63,000 proposed class members, filed actions against Navistar in the United States District Court for the Northern District of Illinois (captioned *Kalbrier, et al. vs. Navistar, Inc.*, Case No. 1:21-cv-05203 and

Matthews v. Navistar, Inc., Case No. 1:21-cv-05607), in the Circuit Court for Cook County (captioned *McKim v. Navistar, Inc.*, Case No. 2021L010028), and in the Circuit Court for DuPage County (captioned *Hough v. Navistar, Inc.*, Case No. 2021L001161) (together, “the Litigation”), alleging claims arising from the aforesaid attack.

On November 23, 2021, the Parties engaged in an all-day, arm’s-length mediation before the Hon. Wayne R. Andersen (Ret.) of JAMS, which ultimately resulted in a settlement in principle with Judge Andersen’s assistance and pursuant to a mediator’s proposal made by Judge Andersen.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against Navistar, Inc. that are asserted in, arise from, or relate to the complaints filed in the aforementioned Litigation or any other actions by and on behalf of individuals or putative classes of individuals arising from the matters referenced therein.

I. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF THE CLASS SETTLEMENT

Representative Plaintiffs believe the claims asserted in the Litigation have merit. Representative Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Navistar through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are highly experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Representative Plaintiffs and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

Navistar denies each and all of the claims and contentions alleged against it in the Litigation and all other actions or claims related to the Data Incident (as defined below) and believes its defenses have merit. Navistar denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation, or other actions or claims related to the Data Incident. Nonetheless, and without admitting or conceding any liability, damages or any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Navistar has concluded that continuing further with the Litigation would be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. Navistar also has considered the uncertainty and risks inherent in any litigation. Navistar has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and Navistar that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who timely opt-out of this Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement, as follows:

1. Definitions

As used in this Class Settlement Agreement, the following terms have the meanings specified below:

1.1 “Administrative Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

1.2 “Agreement” or “Class Settlement Agreement” means this Class Settlement Agreement and Release.

1.3 “Approved Claims” means valid Settlement Claims approved by the Claims Administrator or found to be valid through the Dispute Resolution Process, as set forth below.

1.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Settlement Class Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

1.5 “Award” means the amount remitted by the Claims Administrator out of the Settlement Fund to Settlement Class Members, as provided in Paragraphs 2.3-2.5, 2.7 and 7 of this Class Settlement Agreement.

1.6 “Claims Administration” means the processing of Settlement Claims received from Settlement Class Members, the processing of payment of Approved Claims by the Claims Administrator, and the processing of Representative Plaintiffs’ Awards.

1.7 “Claims Administrator” means Angeion Group, a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, as may be jointly agreed upon by the Settling Parties and approved by the Court.

1.8 “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claim. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The Settling Parties propose a Claims Deadline that is thirty (30) days after the entry of an order granting final approval of this Settlement.

1.9 “Claim Form” means the claim form attached hereto as Exhibit 1-A, or a claim form approved by the Court that is substantially similar to Exhibit 1-A, that Settlement Class Members must submit to be eligible for relief under the terms of the Class Settlement Agreement.

1.10 “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the date of entry of the Preliminary Approval Order through the Claims Deadline.

1.11 “Claims Referee” means the Hon. Wayne Andersen (Ret.) of JAMS, or such other third party designated by agreement of the Settling Parties and approved by the Court to make final decisions about any Disputed Claims for settlement benefits.

1.12 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the Long Notice and Summary Notice, substantially in the forms attached hereto as Exhibits 1-B and 1-C, respectively, as approved by the Court.

1.13 “Class Period” means the period at issue in the Data Incident.

1.14 “Data Incident” means the data incident that Navistar first announced on or around June 7, 2021, where in late May 2021 some Private Information that was contained in or on the Navistar computer system may have been accessed, stolen, disclosed, exposed or compromised by or to unauthorized parties and which is the subject of the Litigation.

1.15 “Dispute Resolution Process” means the process for resolving disputed Settlement Claims as set forth in Paragraph 7.5 of this Class Settlement Agreement.

1.16 “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.17, 1.19 and 10 below for the Final Approval Order to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.

1.17 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Class Settlement Agreement is finally approved by the Court; (ii) the Court has entered a final, appealable judgment; and (iii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b), if appealed, the appeal has been dismissed in its entirety, or the judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in this case shall not affect whether the judgment is “Final” as defined herein or any other aspect of the judgment.

1.18 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

1.19 “Final Approval Order” means the Court’s Final Approval Order, which, among other things, approves this Class Settlement Agreement and the settlement as fair, adequate, and

reasonable, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class.

1.20 “Litigation” means *Kalbrier et al. v. Navistar, Inc.*, Case No. 1:21-cv-05203, N.D. Ill.; *Matthews v. Navistar, Inc.*, Case No. 1:21-cv-05607, N.D. Ill.; *McKim v. Navistar, Inc.*, Case No. 2021L010028, Cook County Cir. Ct.; and *Hough v. Navistar, Inc.*, Case No. 2021L001161, DuPage County Cir. Ct.

1.21 “Navistar” means Defendant Navistar, Inc.

1.22 “Notice Completion Deadline” means the date by which the Claims Administrator shall have mailed, by First Class U.S. Mail, postage pre-paid, and emailed (to the extent email addresses are available) the Summary Notice to Settlement Class Members as set forth in Paragraphs 4.1 and 4.2(a), i.e., 24 days after entry of the Preliminary Approval Order.

1.23 “Notice Program” means that notice program specified within Paragraph 4 of the Settlement Agreement.

1.24 “Objection Deadline” means eighty-five (85) days after the date of entry of the Preliminary Approval Order (which is also 61 days after the Notice Completion Deadline) or such other date set by the Court in the Preliminary Approval Order.

1.25 “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the end of the Opt-Out Period; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

1.26 “Opt-Out Date” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for that request to be excluded from the Settlement Class to be effective. The postmark date shall constitute evidence

of the date of mailing for these purposes. The Opt-Out Date shall be eighty-five (85) days after the date of entry of the Preliminary Approval Order (which is also 61 days after the Notice Completion Deadline) or such other date set by the Court in the Preliminary Approval Order.

1.27 “Opt-Out Period” means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Settlement Class Members may submit a timely Request for Exclusion.

1.28 “Out-of-Pocket Losses” may include, without limitation, the following types of expenses that Settlement Class Members believe in good faith were incurred as a result of the Data Incident: (a) unreimbursed losses relating to fraud or identity theft; (b) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

1.29 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

1.30 “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement, and approval of the form and method of Class Notice, substantially in the form attached as Exhibit 1-D.

1.31 “Private Information” means names, addresses, dates of birth, Social Security numbers, insurance information, medical information and other protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and additional personally identifiable information (“PII”) and protected health information (“PHI”) that Defendant collected and maintained.

1.32 “Released Claims” means any and all claims, whether known or unknown, including but not limited to, any claims, liability, rights, demands, suits, matters, obligations, damages, including consequential damages, losses or costs, liquidated damages, statutory damages, punitive damages, attorneys’ fees and costs, actions or causes of action of every kind and description, whether in law, in equity, for administrative relief, or otherwise, that the Settlement Class Members had, have, or may have against Navistar and/or the Released Parties that result from, arise out of, are based upon, or relate in any way to the Data Incident, that were or could have been alleged in the Litigation, based upon the facts alleged in the Litigation including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged theft, exposure, or disclosure of Settlement Class Members’ Private Information; (2) the maintenance and storage of Settlement Class Members’ Private Information; (3) Navistar’s information security policies and practices; and (4) Navistar’s notice of the Data Incident to Settlement Class Members. “Released Claims” does not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Class Settlement Agreement and shall not include any claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.33 “Released Parties” means Navistar and its past or present owners, parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as Navistar and these entities’ respective predecessors, successors, directors, officers, shareholders, employees, servants, representatives, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, reinsurers, subrogees, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation, other than any third-party Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.34 “Representative Plaintiffs” mean Mary Hough, Doug Matthews, Steven McKim, and Thomas and Cherrie Kalbrier.

1.35 “Request for Exclusion” means a fully completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraphs 5.1-5.2 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the end of the Opt-Out Period. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement Class Member’s full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature or the original signature of a Person authorized by law to act on the Settlement Class Member’s behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or Person acting under a power of attorney; and (c) state unequivocally the Settlement Class Member’s intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a

Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1.36 “Service Award” means such amounts as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs.

1.37 “Settlement Claim” means a claim submitted pursuant to this Class Settlement Agreement for benefits conferred herein.

1.38 “Settlement Class” means all Persons whose Private Information was maintained on Defendant Navistar’s computer systems and/or network that was compromised in the Data Incident. All members of the Settlement Class that do not file a Request for Exclusion shall be referred to as Settlement Class Members. Excluded from the Settlement Class is any judge presiding over this matter and any members of their first-degree relatives or judicial staff, the officers and directors of Navistar, Settlement Class Counsel and their first-degree relatives, and Persons who timely and validly request exclusion from the Settlement Class.

1.39 “Settlement Class Counsel” means Gary Klinger of Mason Lietz & Klinger LLP and Daniel Herrera of Cafferty Clobes Meriwether & Sprengel, LLP.

1.40 “Settlement Class Member(s)” means a member(s) of the Settlement Class.

1.41 “Settlement Costs” means all costs of the settlement, including the costs of carrying out the Notice Program as set forth in Paragraph 4, Claims Administration, payments made to the Claims Referee to resolve any Disputed Claims, and all other expenses or costs related to the settlement including the costs of serving notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and Award payments to the Settlement Class Members.

1.42 “Settlement Fund” means an amount no greater than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), which shall be the sole and exclusive source of all Settlement

Costs and Award payments to Settlement Class Members and the maximum amount paid by Navistar for said costs and payments. The Settlement Fund does not include: A) the automatic Aura Financial Shield monitoring benefit to the Settlement Class (described at Paragraph 2.6 below); B) the Attorneys' Fees and Expenses Award (as provided for and limited in Paragraph 9 below); and C) service awards for the Class Representatives, all of which will be funded separately by Defendant.

1.43 "Settling Parties" means, collectively, Navistar and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.44 "Unauthorized Charge Period" means the time from the beginning of the Class Period through the 180th day after the Class Period ends.

1.45 "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

1.46 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

2. Settlement Consideration

2.1 In consideration for the release contained in this Class Settlement Agreement and as a direct result of the Litigation and without admitting liability for any of the alleged acts or omissions alleged in the Litigation and in the interests of minimizing the costs inherent in any litigation, Navistar will perform all the following:

2.2 Within thirty (30) days after entry of the Preliminary Approval Order, Navistar will pay Two Hundred Fifty Thousand Dollars (\$250,000) to the Claims Administrator to cover the initial cost of notice and administration prior to the Effective Date. Within ninety (90) days of the Effective Date, Navistar will pay the balance of the Settlement Fund (i.e., One Million Dollars (\$1,000,000)) to the Claims Administrator and will provide the injunctive relief described in Paragraph 2.8.

2.3 Utilizing the Claims Administrator and Claims Administration process, and subject to the limitations otherwise set forth within this Class Settlement Agreement, Navistar shall

reimburse each Settlement Class Member in the amount of the Person's proven loss, but not to exceed Five Thousand Dollars (\$5,000) per claim, for a monetary Out-of-Pocket Loss incurred as a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary loss; (b) it was more likely than not caused by the Data Incident; (c) it occurred during the Claims Period, through and including the end of the Claims Deadline; and (d) the claimant made reasonable efforts to avoid, or seek reimbursement for, the loss.

2.4 Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members claiming Out-of-Pocket Losses must attest to the following, by checking a box next to this statement on the Claim Form: "I have attached documentation showing that the claimed losses were more likely than not caused by the Data Incident."

2.5 All Settlement Class Members who spent time remedying issues related to the Data Incident are eligible to receive reimbursement of Twenty-Five Dollars (\$25) per hour with an attestation that any claimed lost time was spent related to the Data Incident and a written description of (i) the actions taken in response to the Data Incident and (ii) the time associated with each action that was reasonably spent mitigating the effects of the Data Incident. Claims made for time are subject to an eight (8) hour cap and can be combined with reimbursement for Out-of-Pocket Losses, subject to the Five Thousand Dollar (\$5,000) aggregate individual cap for Out-of-Pocket Losses described above in Paragraph 2.3.

2.6 All Settlement Class Members will be provided an access code to enable them to enroll in Aura's Financial Shield Services for a period of three (3) years from the Effective Date of settlement without the need to submit a Settlement Claim. Financial fraud coverage will be provided through Aura's Financial Shield, which focuses on protecting financial assets, freezing identity at ten (10) different Bureaus including the three main credit bureaus, home and property title monitoring, income tax protection and other services. This service is integrated with Early Warning Services to provide real-time monitoring of financial accounts. Financial Shield also carries a One Million Dollar (\$1,000,000) policy protecting the subscriber. This service will be provided to all Class Members for a period of 3 years with the ability of Class Members to enroll at any point for the duration of the contract (meaning that a Class Member could, for example, enroll at the end of year 1 and obtain coverage for years 2 and 3). Such coverage and flexibility in enrollment would provide protection for Class Members against future identity theft. To avoid any confusion, Class Members who already enrolled in Defendant's previously offered two year membership in Experian IdentityWorks following the Data Incident may also enroll in the Aura Financial Shield Services. The cost of this benefit will be paid separately by Navistar and shall not be deducted from the Settlement Fund.

2.7 Residual Funds / Pro Rata Reduction: If, after all payments of all Settlement Costs are made, any residue of the Settlement Fund remains, all remaining funds will revert back to Navistar. In the event, however, that Class Member Approved Claim payments will exceed what remains in the Settlement Fund after payment of all other Settlement Fund expenses other than Awards, Class Member Approved Claim payments will be reduced on a *pro rata* basis such that Navistar's maximum amount to be paid does not exceed the Settlement Fund.

2.8 Navistar shall, within ninety (90) days of the Effective Date of this Agreement, if it has not already done so, further develop, implement, and maintain a comprehensive information security program that is reasonably designed to protect the security, integrity, and confidentiality of Private Information that Navistar collects or obtains from its current and former employees and dependents of current and former employees of Navistar (collectively, the “ISP”). The Navistar ISP shall be written and shall contain administrative, technical, and physical safeguards appropriate to: (i) the size and complexity of Navistar’s operations; (ii) the nature and scope of Navistar’s activities; and (iii) the sensitivity of the Private Information that Navistar maintains. Navistar may satisfy the requirement to implement and maintain the ISP through review, maintenance, and, as necessary, updating of an existing information security program or existing safeguards to ensure that the ISP is operating in a manner reasonably calculated to mitigate the risks of unauthorized access to or unauthorized acquisition of Private Information; and upgrading information safeguards as necessary to limit such risks.

3. Preliminary Settlement Approval And Final Approval

3.1 As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in Exhibit 1-D. The motion for Preliminary Approval shall request that the Court, *inter alia*:

- (a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;

(b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;

(c) Preliminarily certify the Settlement Class for settlement purposes only;

(d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;

(e) Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;

(f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;

(g) Approve the Notice Program, as set forth in Paragraph 4 herein and set the dates for the Claims Deadline, Opt-Out Date, and Objection Deadline;

(h) Approve the form and contents of a long form notice (“Long Notice”) to be posted on the settlement website substantially similar to the one attached hereto as Exhibit 1-B, and a short form notice (“Summary Notice”) to be sent by First Class Mail and emailed (to the extent email addresses are available) to Settlement Class Members, substantially similar to the one attached hereto as Exhibit 1-C, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion, the process and instructions for making Settlement Claims to the

extent contemplated herein, and the date, time and place of the Final Approval Hearing;

(i) Approve a Claim Form substantially similar to that attached hereto as Exhibit 1-A;

(j) Appoint Angeion as the Claims Administrator;

(k) Appoint the Hon. Wayne Andersen (Ret.) of JAMS as Claims Referee, or such other Claims Referee as jointly agreed to by the Settling Parties;
and

(l) Schedule the Final Approval Hearing.

3.2 Navistar will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as Exhibit 1-D and is otherwise consistent with this Class Settlement Agreement.

3.3 Settlement Class Counsel and Navistar shall request that the Court hold a Final Approval Hearing after notice is completed and at least thirty (30) days after the Opt-Out Date, and grant Final Approval of the Class Settlement Agreement as set forth herein.

3.4 The proposed Final Approval Order that shall be filed with the motion for final approval shall, among other things:

(a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;

(b) Finally certify the Settlement Class for settlement purposes only;

(c) Determine that the Notice Program satisfies due process requirements;

(d) Dismiss all claims in the Litigation with prejudice;

(e) Bar and enjoin any Settlement Class Members who did not timely Opt-Out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and

(f) Release and forever discharge Navistar and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

4. Notice Program

4.1 Within ten (10) days of entry of the Preliminary Approval Order, Navistar will provide the Claims Administrator with a list of Settlement Class Members in Excel format including, to the extent available, the name, physical mailing address and email address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws, including, but not limited to, the Due Process clause of the United States Constitution and Illinois Code of Civil Procedure §§ 2-801 *et seq.*, and be effectuated pursuant to the provisions set forth below, the costs of which shall be Settlement Costs. The Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than Navistar.

4.2 Class Notice shall be provided to the Settlement Class as follows:

(a) Within fourteen (14) days after receiving the Settlement Class list from Navistar, the Claims Administrator shall mail, by First Class U.S. Mail, postage pre-paid, and email (to the extent email addresses are available) the Summary Notice to Settlement Class Members. Within twenty (20) days after sending such mail and email, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class

Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

(b) Within seven (7) days after receiving the Settlement Class list from Navistar, the Claims Administrator shall establish a dedicated settlement website, that includes this Class Settlement Agreement, the Long Notice, the Summary Notice and the Claim Form approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for Attorneys' Fees and Expenses Award and Service Award. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Navistar.

4.3 The Notice Program shall be subject to approval by the Court as meeting the requirements of the United States Constitution as well as Illinois Code of Civil Procedure § 2-803.

4.4 The Long Notice, Summary Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.5 Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

5. Opt-Out Procedures

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked no later than eighty-five (85) days after the date of entry of the Preliminary Approval Order or such other date set by the Court in the Preliminary Approval Order.

5.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Private Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 All Persons who Opt-Out from the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not Opt-Out shall be bound by the terms this Class Settlement Agreement and the Final Approval Order entered thereon.

6. Objection Procedures

6.1 Each Settlement Class Member who does not file a timely Request for Exclusion may file a notice of intent to object to the Class Settlement Agreement. The Long Notice shall

instruct Settlement Class Members who wish to object to the Agreement to send their written objections to the Court and Counsel to this Class Settlement Agreement. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

6.2 All such notices of an intent to object to the Class Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any). In addition, any Settlement Class Member objecting to the Class Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court, whether inside or outside the United States, in the previous five years. If the Settlement Class Member or his or her counsel has not made any such prior

objection, the Settlement Class Member shall affirmatively so state in the written materials provided with the objection.

6.3 In addition, any Settlement Class Member that objects to the proposed Class Settlement Agreement must make itself available to be deposed regarding the grounds for its objection and must provide along with its objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date five (5) days before the Final Approval Hearing. To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline.

6.4 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in Paragraph 6 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Class Settlement Agreement shall be through the provisions of Paragraph 6.

7. Claims Administration

7.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. All Settlement Claims must be submitted on or before the Claims Deadline to be deemed timely. Settlement Claims shall be evaluated on a first come, first served basis determined by the date of actual receipt of Settlement Claims by the Claims Administrator. The determination by the Claims Administrator and Claims Referee (as may be necessary) of the validity or invalidity of all Settlement Claims shall be binding, subject to the Dispute Resolution Process set forth in this Paragraph. Settlement Class Counsel and Navistar's counsel shall periodically be given reports as to both Settlement Claims and distribution, and have

the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. All reasonable and anticipated costs and fees of Claims Administration will be paid from the Settlement Fund.

7.2 For each Settlement Claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) that the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including but not limited to information required under Paragraph 2.4-2.5. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the Settlement Claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

7.3 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a Claim. If the Claims Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator's requests for additional information shall be made within fourteen (14) days after the Claims Deadline. If a Settlement Class Member fails to correct all deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award.

7.4 After receiving additional information, the Claims Administrator shall have fourteen (14) days to accept or reject each Settlement Claim. If after review of the Settlement

Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in this Paragraph 7. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim. If the Settlement Claim is rejected for other reasons, it shall be referred to the Claims Referee.

7.5 The Claims Referee shall have the power to approve or deny a Settlement Claim. If any dispute is submitted to the Claims Referee, the Claims Referee shall make a final determination of the dispute or request further information within twenty-one (21) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimant is a member of the Settlement Class and entitled to an Award. The Claims Referee's decision will be final and non-appealable.

7.6 No Person shall have any claim against the Claims Administrator, Claims Referee, Navistar or its counsel, Settlement Class Counsel, and/or the Representative Plaintiffs based on distribution of Awards to Settlement Class Members.

7.7 The Claims Administrator shall agree to hold the Settlement Funds in a non-interest-bearing account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, *et seq.* Any taxes owed by the Settlement Fund shall be paid by the Claims Administrator out of the Settlement Fund. Except for funding the Settlement Fund, paying the Attorneys' Fees and Expenses Award as set forth in Paragraph 9.1, and covering the cost of Aura's Financial Shield Services as set forth in Paragraph 2.6, Navistar shall not have any

other financial obligation to the Settlement Class; any Settlement Class Member, including the Representative Plaintiffs; Settlement Class Counsel; and/or the Claims Administrator under the Class Settlement Agreement or otherwise. In addition, under no circumstances will Navistar have any liability for taxes or tax expenses under this Class Settlement Agreement.

7.8 The Claims Administrator will mail Award checks or send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal, and agreed-upon by the parties) for Approved Claims within the later of thirty (30) days after the Effective Date or thirty (30) days after all disputed claims have been resolved, whichever is later. No distributions will be made without authorization from the parties. Award checks shall be valid for a period of one hundred eighty (180) days from issuance, and shall state, in words or substance that the check must be cashed within one hundred eighty (180) days, after which time it will become void. In the event a settlement check is lost or becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. No later than one hundred ninety (190) days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed and in such a scenario, any Settlement Class Member who has had a stop payment placed on their Award check will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member.

7.9 If there is any balance remaining in the Settlement Fund ninety (90) days after the Claims Administrator completes the process for stopping payment on any Award checks that remain uncashed, the balance will revert back to Navistar .

7.10 All Settlement Class Members who fail to timely submit a valid Settlement Claim for an Award hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving an Award pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order.

8. Releases

8.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, whether or not they have received an Award, will be deemed by operation of this Class Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Navistar and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

8.2 Upon entry of the Final Approval Order, each Settlement Class Member, including Representative Plaintiffs, shall be barred and otherwise enjoined from initiating, asserting, or prosecuting against Navistar and any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order.

9. Settlement Class Counsel's Attorneys' Fees And Expenses Award; Representative Plaintiffs' Service Awards

9.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees, costs and expenses in a total amount not to exceed Five Hundred Ninety Thousand Dollars (\$590,000), which will not be paid from the Settlement Fund. Under no circumstances will Navistar have any liability for any amount of Attorneys' Fees and Expenses Award greater than Five Hundred Ninety Thousand Dollars (\$590,000).

9.2 Settlement Class Counsel will also request from the Court a Service Award for each Representative Plaintiff in the amount of Two Thousand Dollars (\$2,000), for a total of Ten Thousand Dollars (\$10,000), which will not be paid from the Settlement Fund. Within fourteen (14) days after the Effective Date, Navistar shall pay any Service Award granted by the Court, not exceeding Two Thousand Dollars (\$2,000) each, for a total of Ten Thousand Dollars (\$10,000), to a law firm designated by Settlement Class Counsel to be distributed to each Representative Plaintiffs.

9.3 Within fourteen (14) days after the Effective Date, Navistar shall pay any Attorneys' Fees and Expenses Award to a law firm designated by Settlement Class Counsel.

9.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of Attorneys' Fees and Expenses Award or Representative Plaintiffs' Service Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

9.5 Navistar shall not be liable for any additional attorneys' fees, costs or expenses of Settlement Class Counsel or the Representative Plaintiffs in the Litigation.

10. Conditions Of Settlement, Effect Of Disapproval, Cancellation Or Termination

10.1 Navistar's willingness to settle this Litigation on a class basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Navistar has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiffs, the Settlement Class, or Settlement Class Counsel, unless each of the following conditions occur:

- (a) The Court has entered a Preliminary Approval Order, approving this Agreement without modification;
- (b) The Court enters a Final Approval Order, approving this Agreement without modification;
- (c) The Effective Date has occurred; and
- (d) The number of Opt-Outs is fewer than indicated in the Settling Parties' separate filing under seal with the Court.

10.2 If all of the conditions in Paragraph 10.1(a)-(c) are not fully satisfied, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Navistar's counsel mutually agree in writing to proceed with the Class Settlement Agreement. If the condition in Paragraph 10.1(d) does not occur (i.e., if the number of Opt-Outs is greater than indicated in the Settling Parties' separate filing under seal with the Court), Navistar, in its sole discretion, shall have the right to terminate this Class Settlement Agreement.

10.3 In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all

scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Class Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc* and shall have no force and effect and shall not otherwise be admissible in this or other litigation of any kind. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, and expenses awarded to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

10.4 For the avoidance of doubt, Navistar conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement, for any reason, is not fully approved or is otherwise terminated, Navistar reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor any Order or other action relating to the Class Settlement Agreement shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than settlement. And this Agreement and Navistar's agreement to it shall not be argued or deemed to be an admission or concession in this or other litigation of any kind as to the propriety of class treatment of these or any other claims.

11. DISMISSAL OF THE ACTION

11.1 Representative Plaintiffs, on behalf of themselves and the Settlement Class Members, consent to the dismissal of all of the Litigation with prejudice upon the Court's final approval of this Class Settlement Agreement and will cooperate in whatever steps may be necessary to accomplish the same.

12. MISCELLANEOUS PROVISIONS

12.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

12.2 The Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation, and with regard to the Released Parties. The Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith and at arms-length by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended, or the settlement negotiated or agreed to, in bad faith or without a reasonable basis.

12.3 Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released

Claim, or of any wrongdoing or liability of any of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 The Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

12.5 The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties to this Class Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

12.6 Navistar shall not be liable for any additional attorneys' fees, costs or expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Class Settlement Agreement. Settlement Class Counsel agree to hold Navistar harmless from any claim

regarding the division of any award of attorneys' fees and expenses to Settlement Class Counsel, and any claim that the term "Settlement Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees awarded to Settlement Class Counsel in this lawsuit.

12.7 The Class Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the parties to the Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to that State's choice of law principles.

12.8 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

12.9 The individuals signing this Class Settlement Agreement on behalf of Navistar represent that they are fully authorized by Navistar to enter into, and to execute, this Class Settlement Agreement on its behalf. Settlement Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Navistar on behalf of

Representative Plaintiffs, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

12.10 None of the Settling Parties to this Class Settlement Agreement shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

12.11 The Settling Parties agree that this Class Settlement Agreement, and the Final Order following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

12.12 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent Navistar does not exercise its right to terminate under Paragraph 10.1.

12.13 If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement, and certify the same, except that they may retain one copy for their litigation file.

12.14 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For the Representative Plaintiffs and the Settlement Class:

Daniel O. Herrera
CAFFERTY CLOBES MERIWETHER &
SPENGEL, LLP
135 S. LaSalle, Suite 3210
Chicago, IL 60603
Email: dherrera@caffertyclobes.com

Gary M. Klinger
MASON LIETZ & KLINGER LLP
227 W. Monroe Street, Suite 2100
Chicago, IL 60606-5017
Email: gklinger@masonllp.com

For Navistar:

Mark S. Mester
Robin M. Hulshizer
Kirsten C. Lee
LATHAM & WATKINS LLP
330 N. Wabash Avenue, Suite 2800
Chicago, IL 60611-3695
Email: mark.mester@lw.com
robin.hulshizer@lw.com
kirsten.lee@lw.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph.

12.15 Representative Plaintiffs, Settlement Class Counsel, Navistar, and Navistar's counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by Representative Plaintiffs, by all Settlement Class Counsel, and by counsel for and representative(s) of Navistar.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

[SIGNATURES ON NEXT PAGE]

Dated: December 15, 2021

Gary M. Klinger
MASON LIETZ & KLINGER LLP

Daniel O. Herrera
**CAFFERTY CLOBES MERIWETHER &
SPENGLER, LLP**

By: Gary M. Klinger
Gary M. Klinger

*Counsel for Representative Plaintiffs and the
Settlement Class*

Dated: December 15, 2021

LATHAM & WATKINS, LLP

By: Robin M. Hulshizer
Robin M. Hulshizer

Counsel for Defendant Navistar, Inc.

EXHIBIT 1-A

Navistar Settlement Administrator

P.O. Box XXXX

Your Claim Form Must Be Submitted On or Before MONTH DD, 2022

Hough v. Navistar, Inc.

Eighteenth Judicial Circuit, Circuit of DuPage County, Illinois (Case No. 2021L001161)

Claim Form

SAVE TIME BY SUBMITTING YOUR CLAIM ONLINE AT WWW.NAVISTARDATAINCIDENTSETTLEMENT.COM

GENERAL CLAIM FORM INFORMATION

This claim form should be filled out online or submitted by mail if your private information was maintained on Navistar’s computer systems and/or network that was compromised in the Data Incident and you spent time addressing the Data Incident and/or experienced a documented, out-of-pocket, unreimbursed loss as a result of the Data Incident.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, www.NavistarDataIncidentSettlement.com, or call 1-877-XXX-XXXX for more information.

If you wish to submit a claim for a settlement payment by mail, please provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by **MONTH DD, 2022**, or if completed online at www.NavistarDataIncidentSettlement.com, no later than the same date MONTH DD, 2022.

TO SUBMIT A CLAIM FOR PAYMENT:

1. Complete all sections of this Claim Form.
2. Sign the Claim Form.
3. Provide Supporting Documentation, if required in Section 2.
4. Submit the completed Claim Form to the Class Administrator by **Month DD, 2022**.

This Claim Form should only be used if a claim is being mailed and is not being filed online. You may go to www.NavistarDataIncidentSettlement.com to submit your claim online, or you may submit the Claim Form by mail to the address at the top of this form.

1. CLASS MEMBER INFORMATION.

<input type="text"/>																				<input type="text"/>	
*First Name																				Middle Initial	
<input type="text"/>																				<input type="text"/>	
*Last Name																				Suffix	
<input type="text"/>																					
*Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)																					
<input type="text"/>												<input type="text"/>		<input type="text"/>							
*City												*State		*Zip Code							
<input type="text"/>																					
*Current Email Address																					
<input type="text"/>			<input type="text"/>			<input type="text"/>			<input type="text"/>			<input type="text"/>			<input type="text"/>						
Current Phone Number (Optional)												*Settlement Claim ID									

Settlement Claim ID: Your Settlement Claim ID can be found on the postcard or Email Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator at 1 (877) XXX-XXXX.

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and sections 2.3 through 2.7 of the Settlement Agreement (available at www.NavistarDataIncidentSettlement.com) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information and documentation as you can to help us figure out if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Settlement Class Members who file a valid claim will be eligible for up to \$200 as reimbursement for lost time and up to \$5,000 for Out-of-Pocket Losses (subject to an overall limit, for both lost time and Out-of-Pocket Losses, of \$5,000). **Please be sure to attach documentation as described below** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

Lost Time

I attest that I have spent at least some time (max of 8 hours) addressing the Data Incident.

Examples – You spent time calling customer service lines, writing letters or emails, on the internet in order to get fraudulent charges reversed or updating automatic payment programs because your card number changed, etc. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total.

Total number of hours spent on the Data Incident:

Briefly describe the actions you took in response to the Data Incident and the time associated with each action.

Out-of-Pocket Loss

I attest that I have experienced an actual, documented, and unreimbursed monetary loss that was more likely than not caused by the Data Incident. This loss occurred during the Claims Period, through and including the end of the Claims Deadline (MONTH DD, YEAR to MONTH DD, YEAR) and I have made reasonable efforts to avoid, or seek reimbursement for the loss. I have attached documentation showing that the claimed losses were more likely than not caused by the Data Incident.

Losses may include, but are not limited to: unreimbursed fraudulent charges, bank fees, replacement card fees, late fees from transactions with third parties that were delayed due to fraud or card replacements, credit freeze fees, parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card, credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission, or other expenses reasonably attributable to the Data Incident.

Total amount for this category: \$.

Please provide copies of any receipts, bank statements, police reports, or other documentation supporting your claim. This can include receipts or other documentation not "self-prepared" by you. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The settlement administrator may contact you for additional information before processing your claim.

You may mark out any information that is not relevant to your claim before sending in the documentation.

Description of the unreimbursed, out-of-pocket loss occurred and the documents attached to support this claim:

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator or Claims Referee before my claim will be considered complete and valid.

Signature

Print Name

Date

4. REMINDER CHECKLIST

1. Complete all sections of this Claim Form.
2. Sign and date the Claim Form in Section 3.
3. Enclose supporting documentation if required.
4. Mail your completed Claim Form to the Settlement Administrator or submit your claim online at www.NavistarDataIncidentSettlement.com. Please keep a copy of your completed Claim Form for your records.
5. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form. You can update your contact information at www.NavistarDataIncidentSettlement.com.

EXHIBIT 1-B

LONG FORM NOTICE

NOTICE OF CLASS ACTION SETTLEMENT

EIGHTEENTH JUDICIAL CIRCUIT COURT
DUPAGE COUNTY, ILLINOIS

Hough v. Navistar, Inc.,
Case No. 2021L001161

If your private information was maintained on Navistar Inc.'s computer systems and/or network that was compromised in the Data Incident first announced by Navistar on or around June 7, 2021, you may be eligible for benefits from a data incident class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement (the “Settlement”) has been proposed with Navistar, Inc. (“Navistar” or “Defendant”) in lawsuits asserting claims against Defendant relating to a data security incident first announced by Navistar on or around June 7, 2021 arising from a third-party cyberattack on certain computer systems that maintain personally identifiable information for current and former employees and dependents of current and former employees of Navistar (the “Data Incident”). Defendant denies all of the claims. The Settlement does not establish who is correct and is not an admission of fault, but rather is a compromise to end the lawsuit.
- The Settlement includes all Persons whose Private Information (as defined in the Settlement Agreement available at www.NavistarDataIncidentSettlement.com) was maintained on Defendant Navistar’s computer systems and/or network that was compromised in the Data Incident (the “Settlement Class”).
- The Settlement makes Settlement Class Members who submit valid Claims eligible to receive cash payment for certain documented unreimbursed out-of-pocket expenses and time spent that resulted from the Data Incident.
- The Settlement also provides Settlement Class Members with free identity theft protection services for a period of three (3) years from the effective date of Settlement.

Your legal rights are affected even if you do nothing. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	This is the only way to get monetary benefits under this Settlement in addition to the free credit identity theft protection services available to all Settlement Class Members who do not exclude themselves. If you wish only to secure the free credit identity theft protection services, you are not required to do anything. A link with a redeemable code to secure those services is provided below.
Ask to be Excluded	Get no benefits. This is the only option that allows you to bring your own lawsuit against Defendant related to the Data Incident.
Object	Write to the Court about why you do not think the Settlement is fair, reasonable, or adequate.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no monetary benefits from the Settlement but you still may enroll in the free three-year identity theft protection services. Give up rights to submit a Claim Form for monetary benefits or to bring a different lawsuit against Defendant related to the Data Incident.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No cash payments will be made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Robert W. Rohm of the Eighteenth Judicial Circuit Court, DuPage County, Illinois is overseeing this case, known as *Hough v. Navistar, Inc.*, Case No. 2021L001161. The people who brought the lawsuit are called the Plaintiffs. The company being sued, Navistar, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Incident and asserts claims such as: negligence, negligence per se, and breach of implied contract.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability on these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The “Settlement Class Representatives” appointed to represent the Settlement Class, and the attorneys for the Settlement Class (“Settlement Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a member of the Settlement Class if your Private Information was maintained on Defendant Navistar’s computer systems and/or network that was compromised in the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class is any judge presiding over this matter and any members of their first-degree relatives or judicial staff, the officers and directors of Navistar, Settlement Class

Counsel and their first-degree relatives, and Persons who timely and validly request exclusion from the Settlement Class.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call _____ with questions. You may also write with questions to _____.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to an aggregate total of \$1,250,000.00: (a) \$25 per hour, up to a total of \$200 for Settlement Class Members who attest that any claimed lost time was spent related to the Data Incident and provide a written description of (i) the actions taken in response to the Data Incident and (ii) the time associated with each action that was reasonably spent mitigating the effects of the Data Incident; and (b) up to \$5,000 for reimbursement of certain actual, documented out of pocket expenses stemming from the Data Incident that were not reimbursed (see Question 8). Payments are subject to an overall limit, for both lost time and Out-of-Pocket Losses, of \$5,000 per Settlement Class Member.

Such benefits are subject to pro-rata reduction as needed in the event that the total claims exceed the \$1,250,000.00 cap on payments to be made by Defendant. Payment of the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Settlement. If, after all those payments are made, any residue of the Settlement Fund remains, all remaining funds will revert back to Navistar.

Finally, all Settlement Class Members are eligible to enroll in Aura’s Financial Shield Services for a period of three (3) years from the effective date of Settlement without the need to submit a settlement claim. Settlement Class Members are able to enroll at any point for the duration of the contract (meaning that a Class Member could, for example, enroll at the end of year 1 and obtain coverage for years 2 and 3). A link with a redeemable code to be used directly with Aura Financial Shield is provided below.

LINK
REDEMPTION CODE

8. What payments are available for reimbursement of documented out-of-pocket expenses and time spent?

Settlement Class Members are eligible to receive up to \$5,000 (in total) for:

a) Reimbursement of actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident, such as:

- unreimbursed losses relating to fraud or identity theft;
- professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;

- costs associated with freezing or unfreezing credit with any credit reporting agency;
- credit monitoring costs that were incurred on or after Data Incident through the date of claim submission; and
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

b) Settlement Class Members may also be compensated for time spent remedying issues related to the Data Incident as described in response to Question 7, up to the amount of \$200.00.

c) Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

d) Settlement Class Members who file a valid claim will be eligible for up to \$200 as reimbursement for lost time and up to \$5,000 for Out-of-Pocket Losses (subject to an overall limit, for both lost time and Out-of-Pocket Losses, of \$5,000).

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a monetary benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at www.NavistarDataIncidentSettlement.com or by calling 1-877-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the claim form.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a hearing on _____, 2022 at _____. to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

If the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons (“Released Persons”) as to all claims (“Released Claims”) arising out of or relating to the Data Incident. This release is described in the Settlement Agreement, which is available at www.NavistarDataIncidentSettlement.com. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, but you want to keep the right to sue Defendant about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Persons) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this class action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Hough v. Navistar, Inc.*, Case No. 2021L001161, Eighteenth Judicial Circuit Court, DuPage County, Illinois. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a Person authorized by law to act on the your behalf (such as a trustee, guardian or Person acting under a power of attorney); and (c) state unequivocally your intent to be excluded from the settlement. You must mail your exclusion request postmarked by _____, 2022, to:

Navistar Data Incident Settlement Exclusions

PO Box _____
State, City ZIP

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change the terms. To object, you must mail your objection to the Clerk of the Court, Settlement Class Counsel and Defendant’s Counsel, at the mailing addresses listed below, postmarked by **no later** than the objection deadline, _____:

Court	Defendant’s Counsel
Office of the Circuit Court Clerk Attention: Judge Robert W. Rohm 505 County Farm Road P.O. Box 707 Wheaton, Illinois 60187-0707	Mark S. Mester Latham & Watkins LLP 330 North Wabash Avenue, Suite 2800 Chicago, Ill 60611
Settlement Class Counsel	
Gary M. Klinger Mason, Lietz, & Klinger LLP 227 West Monroe Street, Suite 2100 Chicago, IL 60630 Daniel O. Herrera Cafferty Clobes Meriwether & Spengel, LLP 135 S. LaSalle, Suite 3210 Chicago, IL 60603	

Your objection must be written and must include all of the following: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class; (iii) a statement as to whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any counsel representing you; (vi) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) your signature and the signature of your duly authorized attorney or other duly authorized

representative (if any). In addition, if you or the attorney representing you have objected to any other class action settlements in the last five years, your written submission must identify those cases. If neither you or your attorney have previously objected to other settlements within that timeframe, then you should so state in your written submission.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Mason Lietz & Klinger LLP and Cafferty Clobes Meriwether & Spengel, LLP as Settlement Class Counsel, to represent the Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for an award for attorneys' fees, costs and expenses up to \$590,000.00. Defendant has agreed to pay any award of attorneys' fees, costs and expenses up to that amount, to the extent approved by the Court. Any such award would compensate Settlement Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The award for attorneys' fees will be separate and in addition to the \$1,250,000.00 made available for Claims.

Settlement Class Counsel will also ask the Court for a service award up to \$2,000.00 each for Settlement Class Representatives. The award for attorneys' fees and service awards will be separate and in addition to the \$1,250,000.00 made available for Claims.

Any award for attorneys' fees, costs and expenses for Settlement Class Counsel, and of service awards to the Settlement Class Representatives, must be approved by the Court. The Court may award less than the amounts requested. Settlement Class Counsel's papers in support of final approval of the Settlement and their application for attorneys' fees, costs and expenses, and service awards will be filed no later than _____ and will be posted on the settlement website.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at _____. At this hearing the Court will consider whether the Settlement is fair, reasonable,

and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Settlement Class Representatives. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Settlement Class Counsel recommend checking www.NavistarDataIncidentSettlement.com or calling 1-877-XXX-XXXX.

21. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Settlement Class Counsel and Defendant's Counsel, postmarked no later than _____.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement, although you will be able to enroll in Aura's Financial Shield Services for a period of three (3) years from the effective date of settlement without the need to submit a settlement claim. If the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Persons based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.NavistarDataIncidentSettlement.com. You may also call the Settlement Administrator with questions or to get a Claim Form at 1-877-XXX-XXXX.

EXHIBIT 1-C

NAVISTAR DATA INCIDENT SETTLEMENT

If your private information was maintained on Navistar, Inc.'s ("Navistar") computer systems and/or network that was compromised in the Data Incident first announced by Navistar on or around June 7, 2021, you may be entitled to a monetary payment or other relief from a proposed class action settlement.

A proposed settlement ("Settlement") has been reached in a lawsuit against Navistar. The lawsuit claimed, among other things, that Navistar failed to adequately protect Private Information exposed or potentially exposed in the Data Incident. Navistar denies these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members that do not exclude themselves, including a monetary payment to Settlement Class Members who submit valid claims for out-of-pocket losses and lost time. This notice is only a summary. For more information, visit www.NavistarDataIncidentSettlement.com or call 1-877-XXX-XXXX.

Who is included?

You may be a Settlement Class Member if your Private Information was maintained on Defendant Navistar's computer systems and/or network that was compromised in the Data Incident.

What can I get?

The proposed Settlement creates a Settlement Fund of \$1.25 million to pay the costs of settlement administration and approved claims made by Settlement Class Members. Settlement Class Members may receive payments reimbursing expenses for a) time spent relating to the Data Incident and b) actual, documented out of pocket expenses stemming from the Data Incident that have not been reimbursed. Settlement Class Members who file a valid claim will be eligible for up to \$200 for lost time and up to \$5,000 for Out-of-Pocket Losses (subject to an overall limit, for both lost time and Out-of-Pocket Losses, of \$5,000).

If you spent any time responding to the Data Incident, you may be eligible to receive a monetary payment equal to \$25 per hour of time spent, up to a total of \$200. To receive this monetary payment, you must provide a written description of i) the actions taken in response to the Data Incident and ii) the time associated with each action that was reasonably spent mitigating the effects of the Data Incident. If you incurred actual, documented out of pocket expenses stemming from the Data Incident and did not receive any reimbursement for those expenses, you may be eligible to receive monetary payment to reimburse these expenses, up to a total of \$5,000. **To be eligible to receive a monetary benefit under the Settlement, you must submit a Claim Form by _____, 2022.** You may file a claim online at www.NavistarDataIncidentSettlement.com or request and submit a paper claim form by calling _____. If you have any questions about the Claim Form or how to file a claim, call _____ or email _____.

Settlement Class Members are also eligible to enroll in Aura's Financial Shield Services for a period of three (3) years from the effective date of Settlement without the need to submit a settlement claim. Settlement Class Members are able to enroll at any point for the duration of the contract (meaning that a Class Member could, for example, enroll at the end of year 1 and obtain coverage for years 2 and 3). **To be eligible to enroll in Aura's Financial Shield Services, you are not required to do anything. A link with a redeemable code to be used directly with Aura Financial Shield is provided below.**

LINK

REDEMPTION CODE

What are my options?

If your private information was compromised in the Data Incident, you can (1) do nothing and receive no monetary benefit, but still be able to enroll in Aura's Financial Shield Services, (2) seek reimbursement by submitting a Claim Form by _____, 2022 detailing expenses (not to exceed \$5,000) for a) time spent relating to the Data Incident and b) actual, documented out-of-pocket expenses stemming from the Data Incident that have not been reimbursed, (3) object to the

Settlement by _____, 2022 or (4) exclude yourself by _____, 2022.

If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Navistar (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit www.NavistarDataIncidentSettlement.com or call 1-877-XXX-XXXX. The Court will hold a Final Approval Hearing on _____, 2022 to decide whether to approve the Settlement. You may attend this hearing, but you do not have to. The time and date of this hearing may change without further notice to the Settlement Class, so please check the website for updates.

What happens next?

The Court, located in DuPage County, Illinois, will hold a hearing on _____, 2022 at _____ CT (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class (up to \$600,000 that will not be paid out of the Settlement Fund) and what Service Award, if any, should be given to the Representative Plaintiffs. The Representative Plaintiffs will ask the Court to award them up to \$2,000.00 (two thousand dollars) each, an amount which will be paid out of the Settlement Fund. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice to the Settlement Class. Please check www.NavistarDataIncidentSettlement.com for updates.

Who represents me?

The Court has appointed Mason, Lietz, & Klinger LLP and Clobes, Meriwether & Spengel, LLP to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Mason, Lietz, & Klinger LLP may be contacted at 227 West Monroe Street, Suite 2100, Chicago, IL 60630 or (202) 429-2290. Cafferty, Clobes, Meriwether & Spengel, LLP may be contacted at 135 S. LaSalle, Suite 3210, Chicago, IL 60603 or (312) 782-4880.

How do I get more information?

For more information, including the Long Notice, Claim Form, Motion for Approval of Attorneys' Fees, and Settlement Agreement, call 1-877-XXX-XXXX or visit www.NavistarDataIncidentSettlement.com.

EXHIBIT 1-D

**IN THE CIRCUIT COURT
EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

MARY HOUGH,)	
)	
Plaintiff,)	
v.)	Case No. 2021L001161
)	
NAVISTAR, INC.,)	
)	
Defendant.)	
)	

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is the Unopposed Motion for Preliminary Approval of Settlement (“Motion”) of Plaintiffs Mary Hough, Doug Matthews, Steven McKim, and Thomas and Cherrie Kalbrier (“Plaintiffs”). Plaintiffs in this lawsuit (the “Litigation”) assert claims on behalf of themselves and the proposed Settlement Class arising out of a cyberattack on certain computer systems that maintain personally identifiable information for current and former employees and dependents of current and former employees of Navistar, Inc. (“Navistar” or “Defendant”).

On December 15, 2021, Plaintiffs and Navistar (together, the “Parties”) executed a Class Action Settlement Agreement (“Settlement Agreement”) on behalf of themselves and the Settlement Class that Plaintiffs seek to certify. Having thoroughly reviewed the Settlement Agreement and exhibits thereto and having considered the arguments of the Parties, THE COURT HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given them in the Settlement Agreement.
2. The Court preliminarily approves the Settlement Agreement subject to the Final Approval Hearing, the purpose of which will be to decide whether to grant final approval of the

Settlement Agreement. The Court finds that the Settlement Agreement, the settlement set forth therein and all exhibits attached thereto or to Plaintiffs' Motion are fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Settlement Class and within the range of possible judicial approval to warrant sending notice of the Litigation and the proposed Settlement Agreement to the Settlement Class and to hold a full hearing on the proposed settlement.

3. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek, and for purposes of settlement only Navistar does not object to, certification of a Settlement Class with the following definition:

All Persons whose Private Information was maintained on Defendant Navistar's computer systems and/or network that was compromised in the Data Incident.

Specifically excluded are the following Persons:

- (i) Any judge presiding over this matter and any members of their first-degree relatives and judicial staff;
- (ii) The officers and directors of Navistar;
- (iii) Settlement Class Counsel and their first-degree relatives; and
- (iv) Persons who timely and validly request exclusion from the Settlement Class in accordance with the Court's orders.

4. The Court recognizes that Navistar reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason.

5. For settlement purposes only, the Court preliminarily appoints Plaintiffs Mary Hough, Doug Matthews, Steven McKim, and Thomas and Cherrie Kalbrier as representatives of the Settlement Class.

6. For settlement purposes only, the Court preliminarily appoints the following attorneys to act as Settlement Class Counsel for the Settlement Class:

Daniel O. Herrera
Cafferty Clobes Meriwether & Spengel, LLP
135 S. LaSalle, Suite 3210
Chicago, IL 60603
Telephone: (312) 782-4880

Gary M. Klinger
Mason Lietz & Klinger LLP
227 W. Monroe Street, Suite 2100
Chicago, IL 60606-5017
Telephone: (202) 975-0477

7. The Court finds that the prerequisites to a class action under 735 ILCS 5/2-801 and 5/2-802 have been satisfied for settlement purposes only in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class they seek to represent; (d) the Class Representatives and their attorneys will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Approval of the Manner and Form of Notice

8. The Notice Program implemented pursuant to the Settlement Agreement: (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation and of their right to object to or to exclude themselves from the proposed settlement; and (c) meets all applicable requirements of applicable law.

9. The Parties have submitted three proposed forms of Class Notice: a Claim Form (Exhibit 1-A), an emailed and mailed Summary Notice (Exhibit 1-C) and a web-published Long

Notice (Exhibit 1-B), which are attached to Plaintiffs' Memorandum in Support of its Motion as Exhibits 1-A, 1-B and 1-C.

10. The Court approves the Class Notice, the content of which is without material alteration from Exhibits 1-A, 1-B and 1-C to Plaintiffs' Memorandum in Support of its Motion, as meeting the requirements of the United States Constitution as well as the Illinois Code of Civil Procedure § 2-803, and directs the Claims Administrator to disseminate the Class Notice in accordance with the Settlement Class Notice Program within twenty-four (24) days of the Preliminary Approval Date.

11. Angeion Group has been selected to serve as the Claims Administrator under the terms of the Settlement Agreement. The Court hereby appoints Angeion Group to serve as the Claims Administrator to be supervised jointly by Settlement Class Counsel, Plaintiffs and Defense Counsel in taking the actions ordered below and performing any other duties of the Claims Administrator provided for in the Settlement Agreement.

12. Accordingly, the Court hereby ORDERS as follows:

a. Within ten (10) days of entry of the Preliminary Approval Order, Navistar shall provide the Claims Administrator with a list of Settlement Class Members in Excel format including, to the extent available, the name, physical mailing address and email address of each Settlement Class Member.

b. Within fourteen (14) days after receiving the Settlement Class list from Navistar, the Claims Administrator shall mail, via First Class U.S. Mail, postage pre-paid, and email (to the extent email addresses are available) the Summary Notice to Settlement Class Members. Within twenty (20) days after sending such mail and email, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend

notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

c. Within seven (7) days after receiving the Settlement Class list from Navistar, the Claims Administrator shall establish a dedicated settlement website, that includes the Settlement Agreement, the Long Notice, the Summary Notice and the Claim Form approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Settlement Agreement, and the motion for Attorneys' Fees and Expenses Award and Service Award. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Navistar

d. At least twenty-one (21) days before the Claims Deadline, the Claims Administrator shall send a second email of the Summary Notice to Settlement Class Members with a valid email address.

e. Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

f. The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a Claim. If the Claims

Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator's requests for additional information shall be made within fourteen (14) days after the Claims Deadline. If a Settlement Class Member fails to correct all deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award.

g. After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each Settlement Claim. If after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in the Settlement Agreement. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim. If the Settlement Claim is rejected for other reasons, it shall be referred to the Hon. Wayne Andersen (Ret.) of JAMS, hereby appointed as the Claims Referee.

h. The Claims Referee shall have the power to approve or deny a Settlement Claim. If any dispute is submitted to the Claims Referee, the Claims Referee shall make a final determination of the dispute or request further supplementation of a Settlement Claim

within twenty-one (21) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimant is a member of the Settlement Class and entitled to an Award. The Claims Referee's decision will be final and non-appealable.

i. The Claims Administrator shall forward any objections to the Settlement Agreement received from Settlement Class Members to Class Counsel and Defense Counsel.

j. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

Participation in, Exclusion from or Objection to the Settlement Agreement

13. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Claims Administrator if submitted electronically.

14. Settlement Class Members that wish to receive monetary benefits under the Settlement Agreement must properly and timely complete, sign and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted no later than thirty (30) days after the entry of an order granting final approval of this Settlement.

15. Settlement Class Members that wish to exclude themselves from (i.e., opt out of) the Settlement Agreement must send a Request for Exclusion that:

- a. States the Settlement Class Member's full name, address, and telephone number;
- b. Contains the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and
- c. States unequivocally the Settlement Class Member's intent to be excluded from the settlement.

16. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion; so-called "mass" or "class" opt outs shall not be allowed.

17. All Requests for Exclusion must be submitted no later than eighty-five (85) days after the date of entry of the Preliminary Approval Order. Any member of the Settlement Class that submits a timely Request for Exclusion may not file an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

18. Any Settlement Class Member that fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement Agreement and every order or judgment entered pursuant to the Settlement Agreement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the Settlement Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

19. Any Settlement Class Member that wishes to be heard at the Final Approval Hearing, or that wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection, including any request to be heard, no later than eighty-five (85) days after the date of entry of the Preliminary Approval Order. Such objection must provide:

- a. The objector's full name, address, telephone number, and e-mail address (if any);
- b. Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class;
- c. A statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class;
- d. A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable;
- e. The identity of any counsel representing the objector;
- f. A statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- g. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and
- h. The objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

20. Any Settlement Class Member objecting to the Class Settlement also shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class

action settlements submitted in any court, whether inside or outside the United States, in the previous five years. If the Settlement Class Member or his or her counsel has not made any such prior objection, the Settlement Class Member shall affirmatively so state in the written materials provided with the objection.

21. The Settlement Class Member must also serve by mail or hand delivery his or her notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

22. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

23. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than fourteen (14) Days prior to the Final Approval Hearing.

24. Settlement Class Members may not both object and opt out. If a Class Member submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

25. Any Settlement Class Member that does not file a timely, written objection to the Settlement Agreement or that fails to otherwise comply with the requirements outline above in paragraphs shall be foreclosed from seeking any adjudication or review of the Settlement Agreement by appeal or otherwise.

Final Approval Hearing and Related Deadlines

26. This Court will hold a Final Approval Hearing on _____ at _____ in the Eighteenth Judicial Circuit Court, DuPage County, 421 N. County Farm Road, Wheaton, IL 60187 or by remote or virtual means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the proposed settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement Agreement, granting Class Counsel's application for fees and expenses, granting the Service Awards application of Plaintiffs and dismissing the claims against Navistar with prejudice.

27. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement Agreement with modification without further notice to Settlement Class Members.

28. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection in accordance with the requirements outlined above and including a statement that he or she intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, that will be called to testify in support of the objection.

29. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

30. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than eighty-five (85) Days after the Notice Date.

31. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed by _____. If any reply papers are necessary, they shall be filed no later than fourteen (14) Days prior to the Final Approval Hearing.

32. Class Counsel's papers in support of final approval of the Settlement Agreement shall be filed _____. If any reply papers are necessary, they shall be filed no later than seven (7) Days prior to the Final Approval Hearing.

Effects of this Preliminary Approval Order

33. All proceedings in the Litigation other than those related to approval of the Settlement Agreement are hereby stayed.

34. If for any reason the Settlement Agreement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification—which shall not include any modification to an award of Attorneys' Fees and Expenses or to the Service Awards—if either party elects to terminate the Settlement Agreement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Settling Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

35. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement Agreement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement Agreement, and any act performed or document signed in connection with this Order and the Settlement Agreement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Navistar to the Plaintiffs, the Settlement

Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Navistar agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiffs, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement Agreement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement Agreement, all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement Agreement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement Agreement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement Agreement.

36. All members of the Settlement Class (unless and until they have timely and properly excluded themselves from the Settlement Class) are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class that has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or

the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

37. Any member of the Settlement Class that does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: _____

/s/ _____
Judge Robert W. Rohm
Circuit Court of DuPage County