

If you owned or leased a Navistar 2011-2014 model year vehicle equipped with a MaxxForce 11- or 13-liter engine certified to meet EPA 2010 emissions standards without selective catalytic reduction technology, you could get a payment from a class action Settlement.

Esta Notificación de arreglo colectivo está disponible en español.

Visite el siguiente sitio web: www.MaxxForce11and13.com

A federal court authorized this Notice. It is not a solicitation from a lawyer.

Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment. Claim Forms must be submitted online or postmarked by May 11, 2020.
EXCLUDE YOURSELF (OPT OUT)	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case. Requests for exclusion must be postmarked by October 10, 2019.
OBJECT OR COMMENT	Write to the Court about why you don't like the Settlement. The deadline to file an objection is October 10, 2019.
GO TO A HEARING	Ask to speak in Court about why you do or do not support the proposed Settlement or any of its provisions. The Fairness Hearing will be held on November 13, 2019, and the deadline to inform the Court of your intent to speak at the Hearing is October 10, 2019.
DO NOTHING	Get no payment. Give up rights.

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 approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

QUESTIONS? Read on, visit www.MaxxForce11and13.com, or call 1-833-222-1176.

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BASIC INFORMATION

1. Why did I receive a Notice?

This notice has been approved by the Court and summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at www.MaxxF1and13.com. Judge Joan B. Gottschall of the United States District Court for the Northern District of Illinois is overseeing this class action. The lawsuit is known as *In re Navistar MaxxF1 Engines Marketing, Sales Practices and Products Liability Litigation*, Case No. 1:14-cv-10318.

2. What is this lawsuit about?

The lawsuit claimed that Defendants sold or leased vehicles equipped with a 2011-2014 model year MaxxF1 11- or 13-liter diesel engine equipped with a defective EGR emissions system and that if Named Plaintiffs had known of the defect, they would not have purchased or leased their vehicles or would have paid less for the vehicles than they did. Defendants deny all of the allegations in the lawsuit and that they did anything wrong.

3. What is a class action?

In a class action lawsuit, one or more people called Named Plaintiffs sue on behalf of other people who have similar claims. The people together are a Class or Class Members. The companies they sued are called the Defendants. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves, or Opt Out, of the Class.

4. Why is there a Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the risk and cost of a trial, and the people affected will get compensation. The Named Plaintiffs and Co-Lead Class Counsel believe the proposed Settlement confers substantial benefits on the Class and have determined that the Settlement is in the best interest of the Class and represents a fair, reasonable, and adequate resolution of the lawsuit.

Defendants deny the claims in the lawsuit; deny all allegations of wrongdoing, fault, liability, or damage to the Named Plaintiffs and the Class; and deny that they acted improperly or wrongfully in any way. Defendants nevertheless recognize the expense and time that would be required to defend the lawsuit through trial and have taken this into account in agreeing to this Settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to decide if you are a Class Member.

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

Judge Gottschall decided that everyone who fits this description and does not fall under the exclusions below is a Class Member: *All entities and natural persons who owned or leased a 2011-2014 model year vehicle equipped with a MaxxF1 11- or 13-liter engine certified to meet EPA 2010 emissions standards without selective catalytic reduction technology, provided that vehicle was purchased or leased in any of the fifty (50) States, the District of Columbia, Puerto Rico, or any other United States territory or possession.*

If you leased a Class Vehicle from any party other than Navistar for *more than 30 days*, both the lessor (owner) and lessee of the Class Vehicle are Class Members and are each eligible for half of the Cash Option or Rebate Option (described below) for the time period of the lease. Sufficient Proof of Ownership or Lease is required. Each lessor and lessee may instead independently elect the full Individual Prove-Up Option.

If you leased a Class Vehicle from Navistar or its dealers for *more than* 30 days, you are a Class Member and are eligible for the same Options as if you had purchased the Class Vehicle.

Any Class Vehicle that you leased for 30 days or less is *not* included in the Class, as explained in the next paragraph. Instead, the owner of the Class Vehicle who leased it to you may submit a claim for the Cash Option or Rebate Option for the time period of the lease.

Excluded from the Class are: (1) all federal court judges who have presided over this Litigation and any members of their immediate families; (2) all entities and natural persons that have litigated claims involving Class Vehicles' allegedly defective EGR emissions system against Navistar to final, nonappealable judgment (with respect to those vehicles only); (3) all entities and natural persons who, via a settlement or otherwise, delivered to Navistar releases of their claims involving Class Vehicles' allegedly defective EGR emissions system (with respect to those vehicles only); (4) Defendants' employees, officers, directors, agents, and representatives, and their family members; (5) any Authorized Navistar Dealer of new or used vehicles; (6) any person or entity that purchased a Class Vehicle solely for the purposes of resale (with respect to those vehicles only); (7) any person or entity that was a lessee of a Class Vehicle for fewer than thirty-one (31) days (with respect to those vehicles only); and (8) Idealease and Navistar Leasing Co. (lessees of Class Vehicles for more than thirty (30) days from these entities are part of the Class).

6. Which vehicles are included?

A Class Vehicle is defined as all 2011-2014 model year vehicles equipped with a MaxxForce 11- or 13-liter engine certified to meet EPA 2010 emissions standards without selective catalytic reduction technology.

7. I'm still not sure if I'm included.

If you are still unsure whether you are included, you can call or email the Settlement Administrator at info@MaxxForce11and13.com or 1-833-222-1176.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. How can I get a payment, and what are my options?

The Settlement creates a common fund that includes a Cash Fund of \$85 million that will be used to pay approved claims from Class Members who elect the Cash Option and a Rebate Fund of \$50 million that will be made available to Class Members with approved claims who elect the Rebate Option.

For each Class Vehicle, you may elect only one of the following options for monetary compensation: Cash Option, Rebate Option, or Individual Prove-Up Option.

The Cash Option provides a payment based on months of ownership or lease of up to \$2,500 per Class Vehicle. Each demonstrated month of ownership or lease is eligible for the following amounts, subject to certain limitations:

Class Vehicle Model Year	Monetary Amount
2011	\$26.59/month
2012	\$29.07/month
2013	\$33.33/month
2014	\$39.06/month

The Rebate Option provides a rebate based on months of ownership or lease worth up to \$10,000 for each Class Vehicle owned or leased towards the purchase of a new Navistar Class 8 heavy-duty truck. The rebates are deducted from the best negotiated retail purchase price (not including sales tax or delivery fees) and in addition to any other applicable promotion, rebate, or discount then in effect at the time of purchase and for which both the purchase and the purchaser would otherwise qualify. The rebates are not transferable and not stackable, and no Class Member

will be issued more than ten rebates. Each demonstrated month of ownership or lease is eligible for the following amounts, subject to certain limitations:

Class Vehicle Model Year	Monetary Amount
2011	\$106.36/month
2012	\$116.28/month
2013	\$133.32/month
2014	\$156.24/month

The Individual Prove-Up Option provides the option for a Class Member to prove up to \$15,000 of Covered Costs per Class Vehicle. Any Class Member who initially selects the Individual Prove-Up Option may instead switch to the Cash Option at any time prior to the final determination of their award. Covered Costs are defined in the Settlement Agreement, available at www.MaxxF1and13.com.

To qualify for payment, you must submit a Claim Form. You may submit a Claim Form online at www.MaxxF1and13.com. If you are unable to complete the online form, you may download a Claim Form from the website or request that one be mailed to you by calling the Settlement Administrator toll-free at 1-833-222-1176 or emailing info@MaxxF1and13.com. Online Claim Forms must be submitted on or before May 11, 2020. If you submit a Claim Form by mail, it must be postmarked or on before May 11, 2020. Mail claims and supporting documentation to:

In re Navistar MaxxF Engine Settlement
c/o JND Legal Administration
PO Box 91317
Seattle, WA 98111

You may be asked for additional information. Follow all instructions on the Claim Form and make sure to inform the Settlement Administrator of any changes in your address after you have submitted your Claim Form.

9. When would I get my payment?

The Court will hold a hearing on November 13, 2019, to decide whether to approve the Settlement. If Judge Gottschall approves the Settlement after that, there may be appeals. It's always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

10. What if Class Members claim more than \$135 million?

If Class Members' claims would result in Navistar paying more than \$85 million from the Cash Fund, but Class Members have claimed less than \$50 million from the Rebate Fund, Navistar will transfer the unclaimed amount from the Rebate Fund (up to \$35 million) into the Cash Fund. If Class Members claim more than \$50 million from the Rebate Fund, but Navistar has paid less than \$85 million from the Cash Fund, Navistar will transfer the unpaid amount from the Cash Fund into the Rebate Fund. If Class Members claim more than \$50 million from the Rebate Fund *and* total Class Member claims would result in Navistar paying more than \$85 million from the Cash Fund, both Cash Fund claims and Rebate Fund claims will be reduced on a *pro rata* basis.

11. What am I giving up to stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a Release of claims which describes exactly the legal claims that you give up if you get Settlement benefits. The Release is defined and detailed in the Settlement Agreement, which is available at www.MaxxF1and13.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendants, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or opting out of the Settlement Class.

12. How do I get out of the Settlement?

Any Class Member who wants to be excluded from the Class and become an Opt-Out must submit a request for exclusion to the Settlement Administrator at the address provided below. If you wish to exclude yourself, you must request exclusion for all Class Vehicles you own(ed) or lease(d). You may not exclude yourself from the Class for one or more Class Vehicles while also seeking benefits under the Settlement for other Class Vehicles.

Your request must be postmarked on or before October 10, 2019 and must include: (1) the Class Member's full name, address, and telephone number; (2) the model, model year, and VIN of the Class Member's Class Vehicle(s); (3) an explicit and unambiguous statement of the Class Member's desire to opt out of the Settlement Class in *In re Navistar MaxxForce Engines Marketing, Sales Practices and Products Liability Litigation*; and (4) the Class Member's signature. If the Class Member is an entity and not an individual, the request must be signed by an officer or director of the entity and include an affidavit that attests to that person's ability to act on behalf of the entity. Requests for exclusion signed only by counsel or other representative will not be permitted.

In re Navistar MaxxForce Engine Settlement
c/o JND Legal Administration
PO Box 91317
Seattle, WA 98111

13. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you will be bound by the Final Order and Judgment, and you give up the right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

14. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Jonathan D. Selbin of Lief Cabraser Heimann & Bernstein, LLP, Adam J. Levitt of DiCello Levitt Gutzler LLC, and William M. Audet of Audet & Partners LLP to represent you and other Class Members. Together, the lawyers are called Co-Lead 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.

16. How will the lawyers be paid?

Co-Lead Class Counsel will ask the Court for attorneys' fees and expenses up to \$40,000,000 and a payment of \$25,000 for each of the Class Representatives. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid from the Cash Fund. The costs to administer the Settlement will also be paid from the Cash Fund. Co-Lead Class Counsel's Motion for Attorneys' Fees and Costs will be available on the Settlement website once it has been filed.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

17. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you may object. Please note that you cannot both object to the Settlement and opt out of it.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must be filed with the Court, and copies must be sent to Co-Lead Class Counsel and Defendants' Counsel at the addresses provided below. Your objection must be filed on or before October 10, 2019 or it will not be considered.

Any objection must be individually and personally signed by the Class Member submitting it. If the Class Member is an entity and not an individual, the objection must be signed by an officer or director of the entity and include an affidavit that attests to that person's ability to act on behalf of that entity. If the Class Member is represented by counsel, the objection must also be signed by such counsel. Any objection must also include the following:

- The Class Member's full name, address, and telephone number;
- The model, model year, and VIN of the Class Member's Class Vehicle(s), along with Proof of Membership in the Class;
- A written statement of all grounds for objection, accompanied by any legal support for the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;
- The name, address, email address, and telephone number of every attorney representing or assisting the objector; and
- A statement indicating whether the objector and/or their counsel intends to appear at the Fairness Hearing and, if so, a list of all persons, if any, who will be called to testify in support of the objection.

Clerk of the Court	Co-Lead Class Counsel	Defendants' Counsel
Clerk of the Court United States Courthouse 219 South Dearborn St Chicago, IL 60604	Adam J. Levitt DiCello Levitt Gutzler Ten North Dearborn St, 11th Floor Chicago, Illinois 60602	Mark S. Mester Kathleen Lally Latham & Watkins, LLP 330 North Wabash Ave, Ste 2800 Chicago, Illinois 60611

Any Class Member who does not file a timely written objection to the Settlement and Notice of their intent/non-intent to appear at the Fairness Hearing, or who otherwise fails to comply with these requirements, shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at 10:00 a.m. on November 13, 2019, at the United States District Court for the Northern District of Illinois, Courtroom 2325, 219 South Dearborn Street, Chicago, IL 60604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Gottschall will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Co-Lead Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Co-Lead Class Counsel will answer any questions Judge Gottschall may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Navistar MaxxForce Engines Marketing, Sales Practices and Products Liability Litigation*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than October 10, 2019, and be sent to the Clerk of the Court, Co-Lead Class Counsel, and Defense Counsel, at the three addresses on page 7 in question 17. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you'll get no money from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case ever again.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other important case documents at www.MaxxForce11and13.com.

24. How do I get more information?

You can call toll-free 1-833-222-1176, email info@MaxxForce11and13.com, or visit the website at www.MaxxForce11and13.com, where you will find answers to common questions about the Settlement, an online Claim Form, and important documents related to the Settlement. You should check the website regularly for updates on the case.

You may also contact one of the following attorneys appointed by the Court to serve as Co-Lead Class Counsel:

Jonathan D. Selbin
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013
Phone: (212) 355-9500

Adam J. Levitt
DiCELLO LEVITT GUTZLER LLC
Ten North Dearborn Street, 11th Floor
Chicago, Illinois 60602
Phone: (312) 214-7900

William M. Audet
AUDET & PARTNERS
711 Van Ness Avenue, Suite 500
San Francisco, California 94102
Phone: (415) 568-2555

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.