

Exhibit E

Krzysiak Action Settlement Agreement

KRZYSIAK ACTION SETTLEMENT AGREEMENT

This agreement (the “Krzysiak Action Settlement Agreement”) is made as of December 22, 2021, by and among Navistar, Inc. (*f/k/a* Navistar International Transportation Corp.) and Navistar International Corporation (together, “Navistar”), Wayne Krzysiak and Michael LaCour (together with Mr. Krzysiak, the “Krzysiak Plaintiffs”) (each a “Party” and together the “Parties”).

RECITALS

A. On June 8, 1993, the U.S. District Court for the Southern District of Ohio (the “Court”) entered a Consent Decree (as amended by Order of the Court dated August 11, 2021, the “1993 Consent Decree”) in the case captioned *Shy, et al. v. Navistar Inc., et al.*, Case No. C-3-92-33 (the “Shy Case”).

B. Pursuant to the 1993 Consent Decree, Navistar and a class (the “Shy Class”) composed of most of Navistar’s active employees and retirees at the time (and their dependents), the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the “UAW”) and several other unions, entered into the Shy Settlement Agreement (the “Shy Agreement”).

C. The Shy Agreement created, among other things, the Navistar International Transportation Corp. Retiree Health Benefit and Life Insurance Plan (now known as the Navistar, Inc. Retiree Health Benefit and Life Insurance Plan) (the “Shy Plan”), which provides health and life insurance benefits for certain retirees, including coverage for prescription drugs. Navistar, Inc. is the Administrator and Named Fiduciary of the Health Benefit Program and Life Insurance Program components of the Shy Plan (collectively, the “Base Plan”), subject to the review authority of the Health Benefit Program Committee (the “HBPC”). Base Plan benefits are provided from a trust (the “Health Benefit Trust”), which is funded in part by certain monthly premiums paid by retirees. Each year, Navistar, Inc., in conjunction with the Base Plan’s actuary, calculates the Contributing Participants’ Annual Contribution (as defined in Appendix A-6 of the Shy Plan) (the “Retiree Contribution”) based, in part, on the cost of prescription drugs covered under Medicare Part D.

D. On October 21, 2016, Mr. Krzysiak (a current member of the SBC and the Shy Class) and Mr. LaCour (a former member of the SBC and a current member of the Shy Class) filed a complaint in the Court against Navistar in a civil action captioned *Krzysiak, et al. v. Navistar International Corporation, et al.*, S.D. Ohio Case No. 3:16-CV-00443-WHR (the “Krzysiak Action”). The Krzysiak Plaintiffs assert that Navistar is improperly failing to account for Medicare Part D subsidies as a reduction in the cost of prescription drugs for purposes of calculating the Retiree Contribution. The Krzysiak Action remains pending before the Court.

E. On October 22, 2021, Navistar, Mr. LaCour and Mr. Krzysiak, along with the SBC and the UAW, signed a Letter of Intent (the “LOI”) containing, among other provisions, certain material terms of their agreement to effect the resolution of their disputes and disagreements (collectively, the “Settlement”).

F. Consistent with the LOI, Navistar and the SBC (and others) agreed to the terms of a “Class Settlement Agreement,” to which this Krzysiak Action Settlement Agreement will be appended as

an exhibit, and which will be executed by Navistar, the SBC and the other parties thereto contemporaneously with the execution of this Krzysiak Action Settlement Agreement.

G. The parties to the LOI agreed to certain modifications to the 1993 Consent Decree to reflect the terms of the Settlement (as defined in the Class Settlement Agreement, the “Consent Decree Modifications”).

H. The Consent Decree Modifications include the following agreed addition to the definition of “Total Actual Drug Cost” in Appendix A-6 of the Shy Plan (the “Part D Credit Modification”):

Commencing with the Measurement Year to be used for determining the Contributing Participants’ Annual Contribution for the 2022 Plan Year, “Total Actual Drug Cost” shall equal (i) the sum of paid drug claims and administrative expenses and applicable HMO premiums (including an allocated portion of Plan Expenses based upon the ratio of paid drug claims to all paid drug and medical claims) for Contributing Participants and their Eligible Dependents for such Measurement Year, less (ii) the total amount of any subsidies, manufacturer rebates or similar payments for Medicare Part D Plans that are payable to and received by the Retiree Health Benefit and Life Insurance Plan for Plan Participants and their Eligible Dependents during the Measurement Year, including, but not limited to, the manufacturer discount under 42 CFR 423 Subpart W: Medicare Coverage Gap Discount Program (42 CFR 423.2300 – 42 CFR 423.2345); the federal reinsurance subsidy, the direct subsidy and the low income cost-sharing subsidy under 42 CFR 423 Subpart G: Payments to Part D Plan Sponsors for Qualified Prescription Drug Coverage (42 CFR 423.301 – 42 CFR 423.360); and the low income premium subsidy under 42 CFR 423 Subpart P: Premiums and Cost-Sharing Subsidies for Low-Income Individuals (42 CFR 423.771 – 42 CFR 423.800), less (iii) manufacturer rebates for non-Medicare Part D prescription drug plans that are payable to and received by the Retiree Health Benefit and Life Insurance Plan for Plan Participants and their Eligible Dependents during the Measurement Year.

Now therefore, intending to be legally bound, Navistar and the Krzysiak Plaintiffs agree to the following:

1. Within seven (7) business days after this Krzysiak Action Settlement Agreement is fully executed, the Parties to this Krzysiak Settlement Agreement will request that the Court formally suspend its consideration of the Krzysiak Action, and all parties will cease and cause the cessation of all litigation activities related to the Krzysiak Action or Navistar’s treatment of Medicare Part D subsidies in the calculation of the Retiree Contribution.

2. Upon Final Effectiveness, as defined in the Class Settlement Agreement, the Parties to this Krzysiak Settlement Agreement shall jointly request that the Court enter an order dismissing the Krzysiak Action with prejudice and providing that each Party shall bear its own costs (the “Dismissal Order”).

3. The “Payment Date” shall be three (3) business days after each of the following is true:

- a. Final Effectiveness, as defined in the Class Settlement Agreement, has occurred; and
 - b. The Dismissal Order has become a Final Order (as defined in the Class Settlement Agreement).
2. On or before the Payment Date, Navistar will pay or cause to be paid the following amounts in cash (together, the “Settlement Payments”):
 - a. \$17 million to the VEBA Subaccount A of the Health Benefit Trust; and
 - b. \$3 million to the Supplemental Trust (in addition to the amounts payable under the Profit Sharing Settlement Agreement (as defined in the Class Settlement Agreement)).
3. As additional consideration, Navistar has agreed to the inclusion of the Part D Credit Modification as part of the Consent Decree Modifications.
4. Within three (3) business days after payment of the amounts set forth in paragraph 2, the Krzysiak Plaintiffs shall execute the release attached hereto as Exhibit A, to be effective as of the date of such payment.

Other Terms

5. Reset Date. This Krzysiak Action Settlement Agreement shall be null and void upon the occurrence of the Reset Date, as defined in the Class Settlement Agreement, and in such case the parties shall be free to resume litigation of the Krzysiak Action.
6. Governing Law and Jurisdiction. This Krzysiak Action Settlement Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. In the event of any dispute arising out of or in connection with this Krzysiak Action Settlement Agreement, the Court shall have exclusive jurisdiction to resolve such dispute(s).
7. Integration / Entire Agreement. This Krzysiak Action Settlement Agreement forms the entire agreement between Navistar and the Krzysiak Plaintiffs regarding the Settlement, and all prior communications, whether oral or written, by or among any of the parties to this Krzysiak Settlement Agreement shall be of no further effect or evidentiary value.
8. Non-reliance. Each Party to this Krzysiak Settlement Agreement acknowledges that, in executing this Krzysiak Action Settlement Agreement, it has not relied on any representation or statement made by any other party, except as expressly set forth herein.
9. Modification of Agreement. This Krzysiak Action Settlement Agreement may only be amended by written agreement of each of the Parties.
10. Failure to Enforce. The failure by any Party to enforce any provision of this Krzysiak Action Settlement Agreement at any time, or for any period of time, shall not be construed as a waiver of any right of enforcement the Party may have.

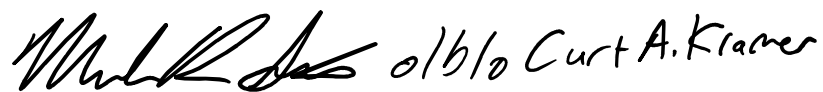
11. No Third-party Beneficiaries. The provisions of this Krzysiak Action Settlement Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

12. Interpretation. This Krzysiak Action Settlement Agreement has been negotiated and reviewed by the Parties with the advice of counsel, and in the event of an ambiguity its provisions are not to be construed against or in favor of any party.

13. No Admission. This Krzysiak Action Settlement Agreement shall not be construed as an admission as to any party's liability or the merits of any party's claims or legal positions regarding the subject matter of this Krzysiak Action Settlement Agreement.

[SIGNATURE BLOCKS TO FOLLOW]

Navistar, Inc.

 01/10 Curt A. Kramer

By: Curt A. Kramer

Its: Senior Vice President and General Counsel

Navistar International Corporation

 01/10 Curt A. Kramer

By: Curt A. Kramer

Its: Senior Vice President and General Counsel

Wayne Krzysiak

Michael LaCour

Navistar, Inc.

By:

Its:

Navistar International Corporation

By:

Its:

Wayne Krzysiak



By: Ted Scallet
Counsel for Mr. Krzysiak

Michael LaCour



By: Ted Scallet
Counsel for Mr. LaCour

Exhibit A

Release

IRREVOCABLE RELEASE

On December 22, 2021, Wayne Krzysiak and Michael LaCour (together, the “Krzysiak Plaintiffs”), and Navistar, Inc. (*f/k/a* Navistar International Transportation Corp.) and Navistar International Corporation (together, “Navistar”), executed that certain Krzysiak Action Settlement Agreement resolving their various disputes in and related to the civil action captioned *Krzysiak, et al. v. Navistar International Corporation, et al.*, No. 3:16-CV-00443-WHR (S.D. Ohio) (the “Krzysiak Action”). Under the Krzysiak Action Settlement Agreement, Navistar agreed to make certain Settlement Payments and to implement the Part D Credit Modification, each as defined in the Krzysiak Action Settlement Agreement (together, the “Settlement Consideration”).

As of [date of Settlement Payments] (the “Release Effective Date”), Navistar has provided the Settlement Consideration.

In exchange for the Settlement Consideration, and effective as of the Release Effective Date, the Krzysiak Plaintiffs hereby release all of Navistar, any current or former affiliate of Navistar, any of their respective successors or assigns, as well as any current or former director, officer, or employee of any of the foregoing, individually and collectively, from any claim the Krzysiak Plaintiffs have or may have relating to or arising from the Krzysiak Action, the subject matter of the Krzysiak Action, and Navistar’s treatment of Medicare Part D subsidies in the calculation of the “Contributing Participants’ Annual Contribution” under the Navistar, Inc. Retiree Health Benefit and Life Insurance Plan (*f/k/a* the Navistar International Transportation Corp. Retiree Health Benefit and Life Insurance Plan) for any plan year.

Execution date: [_____]

Wayne Krzysiak

Michael LaCour
