

EXHIBIT

16

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (DAYTON)**

ART SHY, et al.

Plaintiffs,

vs.

NAVISTAR INTERNATIONAL
CORPORATION, et al.

Defendants.

Case No. 3:92-CV-00333

District Judge Walter H. Rice

**DECLARATION OF CURT A. KRAMER IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION MODIFICATION AND SETTLEMENT**

I, Curt A. Kramer, state as follows:

1. I am Senior Vice President and General Counsel of Navistar International Corporation and Navistar, Inc.

2. I have been involved on behalf of Navistar in the above-captioned matter since April 1, 2017, and more recently in the related profit-sharing and Medicare Part D subsidy disputes. I and others collectively spent over nine years in litigation, and nine months negotiating the proposed settlement set forth in the letter of intent executed on October 22, 2021 and the Class Settlement Agreement executed on December 21, 2021. Both the litigation and the negotiation leading up to the proposed settlement were arm's length and hotly contested.

3. Navistar has agreed to act as a settlement administrator for the proposed settlement. The proposed class in this matter is defined by objective criteria: current participation or eligibility for future participation in the *Shy* benefits. Navistar has mailing addresses for over 90% of the people who meet those criteria and has agreed that within 30 days of preliminary approval it will send those class members a copy of the long form notice attached as Exhibit F to the Class Settlement Agreement.

4. Navistar has also agreed to provide an email notice to class members with known email addresses, and publication notice through PRNewswire. On the notice date, Navistar will have a settlement website providing additional information regard the proposed settlement, including a “Frequently Asked Questions” and copies of key court documents. Navistar will also at the same time have a toll-free line the putative Class Members with questions regarding the settlement may call.

5. The proposed settlement set forth in the Class Settlement Agreement is fair, reasonable and adequate. It provides substantial benefits for putative Class Members. For Navistar, the settlement avoids the uncertainty in the timing and amount of profit-sharing, an uncertainty that hampers the ability of Navistar to manage its business. The settlement also benefits Navistar, as well as Class Members, by avoiding the time and expense of continued litigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of December, 2021, in New Buffalo, Michigan.

Respectfully submitted,



Curt A. Kramer, Esq.