

EXHIBIT E

JOINT DEFENSE AGREEMENT
OF
TRAILER MANUFACTURERS DEFENSE PROJECT

I PURPOSE OF THIS AGREEMENT.

THE PURPOSE OF THIS AGREEMENT IS TO MEMORIALIZE THE JOINT DEFENSE PRIVILEGE OF AND JOINT DEFENSE ACTIVITIES WHICH HAVE BEEN AND WHICH WILL BE UNDERTAKEN BY THE UNDERSIGNED TRAILER MANUFACTURERS IN ADVANCING COMMON INTERESTS IN THE DEFENSE OF SIDE UNDERRIDE, REAR UNDERRIDE, CONSPICUITY, ANTILOCK BRAKING SYSTEMS AND OTHER PRODUCT LIABILITY AND TORT LITIGATION. THE PARTIES TO THIS AGREEMENT HAVE BEEN NAMED OR ANTICIPATE BEING NAMED AS DEFENDANTS IN LAWSUITS WHICH INVOLVE DEFENSE ISSUES COMMON TO THE PARTIES IN THIS LITIGATION, INCLUDING CERTAIN LEGAL, FACTUAL AND SCIENTIFIC ISSUES SUCH AS STATE-OF-THE-ART TECHNOLOGY, THE AVAILABILITY OF FEASIBLE ALTERNATIVE DESIGNS, CAUSATION AND ALLEGED ENHANCEMENT OF INJURIES. IT IS APPARENT TO THE PARTIES THAT NUMEROUS PLAINTIFFS, THROUGH THEIR COUNSEL AND EXPERT CONSULTANTS OR WITNESSES, AND THROUGH PROFESSIONAL ASSOCIATIONS AND PUBLICATIONS, HAVE SHARED SIMILAR INFORMATION FOR USE IN PURSUING ACTIONS AGAINST THE PARTIES TO THIS AGREEMENT AND OTHERS SIMILARLY SITUATED. THE PARTIES AGREE THAT CERTAIN JOINT DEFENSE STRATEGIES ARE WARRANTED TO COUNTER THESE ACTIVITIES AND DEFEND THESE LAWSUITS EFFECTIVELY.

2. MUTUAL INTERESTS OF THE PARTIES

IN ORDER TO PURSUE THEIR COMMON DEFENSE INTERESTS EFFECTIVELY, THE PARTIES HAVE CONCLUDED THAT FROM TIME TO TIME

THEIR MUTUAL INTERESTS WILL BEST BE SERVED BY MEETING JOINTLY AND BY SHARING DOCUMENTS, FACTUAL MATERIAL, MENTAL IMPRESSIONS, MEMORANDA, INTERVIEW REPORTS, EXPERT REPORTS, AND OTHER INFORMATION, INCLUDING THE CONFIDENCES OF EACH PARTY TO ITS ATTORNEYS, ALL OF WHICH ARE SOMETIMES REFERRED TO IN THIS AGREEMENT AS "DEFENSE MATERIALS." THIS AGREEMENT REFLECTS THE INTENT AND UNDERSTANDING OF THE PARTIES THAT THEY WILL SHARE DEFENSE MATERIALS AND WILL CONDUCT JOINT DEFENSE ACTIVITIES WITH THE EXPECTATION THAT THE DEFENSE MATERIALS, DISCUSSIONS AND ACTIVITIES WILL BE PROTECTED FROM DISCLOSURE TO OTHERS BY THE ATTORNEY-CLIENT AND WORK-PRODUCT PRIVILEGES JUST AS IF SUCH DEFENSE MATERIALS, DISCUSSIONS AND ACTIVITIES HAD BEEN SHARED OR CONDUCTED SOLELY WITH EACH PARTY'S OWN REPRESENTATIVES AND COUNSEL.

3. PARTIES AND OTHERS BOUND BY THIS AGREEMENT.

THE PARTIES TO THIS AGREEMENT ARE THE TRAILER MANUFACTURERS INDICATED AND SIGNING BELOW. FROM TIME TO TIME, OTHER MANUFACTURERS MAY BECOME PARTIES TO THIS AGREEMENT, AND WILL SIGN THIS OR LATER VERSIONS OF THIS AGREEMENT OR ADDITIONAL SIGNATURE SHEETS.

A. JOINT DEFENSE MEETINGS. ALL PERSONS ATTENDING A MEETING WHICH HAS BEEN DESIGNATED AS A JOINT DEFENSE ACTIVITY FOR THE PURPOSE OF ACQUIRING OR SHARING DEFENSE MATERIALS WILL BE ADVISED OF THE TERMS OF THIS AGREEMENT AND THAT SIGNING THE ATTENDANCE SHEET OR CONTINUING IN ATTENDANCE AFTER BEING ADVISED

THAT THE MEETING IS SUBJECT TO A JOINT DEFENSE PRIVILEGE BINDS THEM TO TERMS OF THIS AGREEMENT. A SAMPLE ATTENDANCE SHEET AND SIGNATURE PAGE TO BE USED AT ANY SUCH MEETING IS ATTACHED TO THIS AGREEMENT.

B. ATTORNEYS. THE PARTIES TO THIS AGREEMENT WILL FROM TIME TO TIME RETAIN OUTSIDE ATTORNEYS IN ADDITION TO THEIR STAFF ATTORNEYS, TO REPRESENT THEM IN MATTERS SUBJECT TO THIS AGREEMENT. ANY ATTORNEYS WHO RECEIVE ANY DEFENSE MATERIALS PURSUANT TO THE TERMS OF THIS AGREEMENT OR WHO ENGAGE IN DISCUSSIONS OR OTHER ACTIVITIES SUBJECT TO THIS AGREEMENT, INCLUDING ATTENDING ANY MEETING WHICH IS COMPOSED OF OR SPONSORED BY SIGNATORIES TO THIS AGREEMENT, AND WHICH MEETING HAS BEEN DESIGNATED AS A JOINT DEFENSE ACTIVITY, WILL BE BOUND BY THE TERMS OF THIS AGREEMENT. UNDER THE APPLICABLE RULES OF PROFESSIONAL RESPONSIBILITY, ANY FIRM WITH WHICH SUCH ATTORNEYS ARE ASSOCIATED WILL ALSO BE BOUND BY THE TERMS OF THE AGREEMENT, AND WILL BE CONCLUSIVELY PRESUMED TO HAVE RECEIVED CONFIDENTIAL COMMUNICATIONS. THE PARTIES TO THIS AGREEMENT DIRECT EACH OF THEIR RETAINED OUTSIDE COUNSEL TO ABIDE BY ITS TERMS AND TO EXECUTE THIS AGREEMENT.

C. PROTECTION OF JOINT DEFENSE MATERIALS.

I. CONFIDENTIALITY. ALL INFORMATION (INCLUDING ALL DOCUMENTS AS WELL AS THEORIES OR INFORMATION COMMUNICATED ORALLY AND NOT COMMITTED TO WRITING), RECEIVED UNDER THIS AGREEMENT OR AT MEETINGS CONDUCTED UNDER THE TERMS OF THIS AGREEMENT WILL BE HELD CONFIDENTIAL BY ALL PERSONS. ANY PERSON

VALIDLY DIRECTED TO OR AGREEING TO BE BOUND BY THIS AGREEMENT IS SUBJECT TO ITS TERMS.

2. RESTRICTED DISSEMINATION. EVERY EFFORT SHALL BE MADE TO RESTRICT DISSEMINATION OF CONFIDENTIAL INFORMATION SHARED UNDER THIS AGREEMENT TO PARTIES; AUTHORIZED CLAIMS, RISK MANAGEMENT AND LAW DEPARTMENT PERSONNEL; AND THEIR LITIGATION COUNSEL. FROM TIME TO TIME, DOCUMENTS OR INFORMATION SUBJECT TO THIS AGREEMENT MAY BE SHARED BY THE PARTIES TO THE AGREEMENT OR OTHERS BOUND BY IT WITH WITNESSES, EXPERTS, OR OTHER PERSONS NEEDED FOR THE DEFENSE OF VARIOUS CASES. IN EACH SUCH INSTANCE, THE PERSON SHARING THE INFORMATION WILL MAKE EVERY EFFORT TO PRESERVE ALL CONFIDENCES IN THE SAME MANNER AS IF THE ATTORNEY-CLIENT OR WORK-PRODUCT PRIVILEGE OF JUST ONE OF THE PARTIES TO THIS AGREEMENT WERE INVOLVED. ALL PERSONS WHO RECEIVE INFORMATION SUBJECT TO THIS AGREEMENT WILL RESIST TO THE FULL EXTENT ALLOWED BY LAW ANY ATTEMPT BY ADVERSE PARTIES TO COMPEL PRODUCTION OF THE INFORMATION. IF ANY OTHER PERSON DEMANDS, BY SUBPOENA OR OTHERWISE, ANY CONFIDENTIAL INFORMATION RECEIVED UNDER THIS AGREEMENT, COUNSEL WILL IMMEDIATELY NOTIFY THE OTHER PARTIES TO THIS AGREEMENT TO ENABLE EACH PARTY TO TAKE SUCH PROTECTIVE STEPS AS MAY BE APPROPRIATE. EACH PARTY ON WHOM DEMAND IS MADE TO PRODUCE THE CONFIDENTIAL INFORMATION RECEIVED FROM OTHERS WILL TAKE ALL STEPS NECESSARY TO PERMIT THE ASSERTION OF ALL APPLICABLE RIGHTS AND PRIVILEGES WITH RESPECT TO THAT INFORMATION AND WILL COOPERATE FULLY WITH THE OTHER PARTIES

AND THEIR COUNSEL IN ANY JUDICIAL PROCEEDING SEEKING DISCLOSURE OF THAT INFORMATION.

3. SURVIVAL OF PRIVILEGE. IF ANY CONFIDENTIAL INFORMATION IS OBTAINED BY A PERSON NOT ENTITLED TO RECEIVE THE INFORMATION, IT WILL NOT INVALIDATE THE AGREEMENT OR SUBJECT ANY OTHER SUCH INFORMATION TO DISCOVERY BY ANY OTHER PERSON. ANY PARTY TO THIS AGREEMENT MAY ENFORCE IT WITH ALL AVAILABLE LEGAL OR INJUNCTIVE REMEDIES. THE AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS AND RULES OF EVIDENCE OF THE UNITED STATES FEDERAL COURT SYSTEM.

D. PRESERVATION OF RIGHTS. NOTHING IN THIS AGREEMENT WILL LIMIT THE RIGHT OF ANY PARTY TO DISCLOSE ITS OWN MATERIALS (WHETHER OR NOT SHARED WITH OTHER PARTIES AS CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT) IN THE SAME MANNER AS IF THEY WERE INVOLVED SOLELY IN THEIR OWN LITIGATION AND NOT A PARTY TO THIS AGREEMENT. IF ANY PARTY SHARES ITS OWN MATERIALS WHICH ARE SUBJECT TO THIS AGREEMENT WITH OTHERS WHO ARE NOT PARTY TO THIS AGREEMENT, ALL EFFORTS WILL BE TAKEN TO ENSURE THAT THE FACT THAT THE MATERIALS WERE EARLIER PART OF JOINT DEFENSE MATERIALS WILL NOT BE MADE KNOWN TO PERSONS NOT PARTY TO THIS AGREEMENT.

4. TERMINATION OF THE AGREEMENT.

ANY PARTY TO THIS AGREEMENT MAY END ITS PARTICIPATION IN THE AGREEMENT AT ANY TIME BY NOTIFYING EACH OF THE OTHER SIGNATORIES TO THE AGREEMENT IN WRITING. IN ADDITION, THE PARTICIPATION OF A PARTY TO THIS AGREEMENT SHALL END SHOULD THAT PARTY DISCONTINUE ENGAGING IN THE BUSINESS OF MANUFACTURING TRAILERS, INCLUDING BUT

NOT LIMITED TO CIRCUMSTANCES SUCH AS BANKRUPTCY, OR A STOCK/ASSET SALE. IN ANY SUCH EVENT, ALL CONFIDENCES, INFORMATION OR OBLIGATIONS OF THE TERMINATING PARTY ARISING BEFORE TERMINATION SHALL REMAIN BINDING. ANY TERMINATING PARTY WILL AT THE TIME OF TERMINATION MAKE EVERY EFFORT TO RETURN OR DESTROY ALL DEFENSE MATERIALS OR INFORMATION RECEIVED UNDER THIS AGREEMENT, AND SHALL CERTIFY THAT IT HAS DONE SO. IN ADDITION, ALL OUTSIDE COUNSEL WHO AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT SHALL RETURN OR DESTROY ALL DEFENSE MATERIALS OR INFORMATION RECEIVED UNDER THIS AGREEMENT UPON COMPLETION OF THEIR REPRESENTATION OF A PARTY TO THIS AGREEMENT, AND SHALL CERTIFY THAT THEY HAVE DONE SO. ALL OTHER PERSONS WHO AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT SHALL LIKEWISE RETURN OR DESTROY ALL DEFENSE MATERIALS OR OTHER INFORMATION RECEIVED UNDER THIS AGREEMENT UPON LEAVING THE EMPLOYMENT OF THE PARTY OF THIS AGREEMENT, AND SHALL CERTIFY THAT THEY HAVE DONE SO. THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT SHALL NOT BE TRANSFERABLE.

JOINT DEFENSE ACTIVITY SIGNATURE SHEET

THE COMMUNICATIONS IN THIS MEETING, INCLUDING THE DOCUMENTS DISTRIBUTED AND THE ORAL PRESENTATIONS, ARE SUBJECT TO THE JOINT DEFENSE AGREEMENT DATED March 11, 2004. BY ATTENDING THIS MEETING AND/OR RECEIVING THIS INFORMATION, I STATE THAT I AM AWARE OF THE TERMS OF AND AGREE TO BE BOUND BY THAT AGREEMENT.

NAME

SIGNATURE

DANIEL GOSSSELIN

JOHN J STANTON

LEONARD BARKAN (SSRIK)

Paul G Perez

LAWRENCE M. WUHLIC

Paul Deck

Robert A. Fleischacker (on behalf of Straighten Trainers)

WILLIAM H. NEHRKORN (for The Heil Co.)

BERNIE VAN WASSERLIEVE

JAMES F. HORSTETTER

JOHN M. HEWSON

THOMAS J. CZAPKA

Glen W. Darbyshire

