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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VANCOUVER ALUMNI ASSET
HOLDINGS INC., Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

DAIMLER AG, DIETER ZETSCHE,
BODO UEBBER, and THOMAS
WEBER,

Defendants.

Master File No. 16-cv-02942-DSF-KS

Judge: Hon. Dale S. Fischer

MARIA MUNRO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

DAIMLER AG, DIETER ZETSCHE,
BODO UEBBER, and THOMAS
WEBER,

Defendants.

Case No. 16-cv-03412-DSF-KS

**STIPULATION AND AGREEMENT
OF SETTLEMENT**

1 This Stipulation and Agreement of Settlement (the “Stipulation”) is made
2 and entered into by and between Lead Plaintiff Public School Retirement System
3 of the School District of Kansas City, Missouri (“Lead Plaintiff” or “Kansas City”)
4 on behalf of itself and all other members of the proposed Settlement Class (defined
5 below), on the one hand, and Daimler AG (“Daimler” or the “Company”), and
6 Dieter Zetsche (“Zetsche”), Bodo Uebber (“Uebber”), and Thomas Weber
7 (“Weber”) (collectively, the “Individual Defendants” and, with Daimler, the
8 “Defendants”), on the other, by and through their counsel of record in the above-
9 captioned litigation pending in the United States District Court for the Central
10 District of California (the “Court”). This Stipulation is intended by the Parties
11 (defined below) to fully, finally, and forever resolve, discharge, and settle the
12 Released Claims and Released Defendants’ Claims (both defined below), upon and
13 subject to the terms and conditions hereof and subject to the Court’s approval.

14 **WHEREAS:**

15 A. All words or terms used herein that are capitalized shall have the
16 meanings ascribed to those words or terms herein and in ¶1 hereof entitled
17 “Definitions.”

18 B. Two putative securities class actions were filed in the U.S. District
19 Court for the Central District of California on behalf of investors in Daimler
20 alleging violations of the Securities Exchange Act of 1934 (the “Exchange Act”):

- 21 1. *Vancouver Alumni Asset Holdings, Inc. v. Daimler AG, et al.*,
22 No. 16-cv-02942-SJO-KS (C.D. Cal., Apr. 29, 2016)
23 (“Vancouver”); and
- 24 2. *Maria Munro v. Daimler AG, et al.*, No. 16-cv-03412-SJO-KS
25 (C.D. Cal., May 18, 2016) (“Munro”).

26 C. On June 28, 2016, the plaintiffs in Vancouver and Munro,
27 respectively, pursuant to the procedure set forth by the Private Securities Litigation
28 Reform Act of 1995 (the “PSLRA”), filed motions to consolidate the two cases and

1 for appointment as lead plaintiff and for their selection of lead counsel. ECF Nos.
2 9 and 16.

3 D. Also on June 28, 2016, Kansas City filed a motion for appointment as
4 lead plaintiff and for its approval of its selection of lead counsel. ECF No. 13. On
5 July 20, 2016, the Court entered an Order consolidating the Vancouver and Munro
6 actions, appointing Kansas City as Lead Plaintiff and appointing Labaton
7 Sucharow as Lead Counsel and Glancy Prongay & Murray as Liaison Counsel.
8 ECF No. 30.

9 E. Lead Plaintiff, through Lead Counsel, conducted a thorough
10 investigation of the claims, defenses, and underlying events and transactions that
11 are the subject of the Action, for the purpose of drafting a consolidated complaint.
12 This process included analyzing: (i) documents filed publicly by the Company with
13 the U.S. Securities and Exchange Commission (“SEC”); (ii) publicly available
14 information, including press releases, news articles, and other public statements
15 issued by or concerning the Company and Defendants; (iii) research reports issued
16 by financial analysts concerning the Company; (iv) other publicly available
17 information and data concerning the Company, including European and domestic
18 emissions regulations, regulatory submissions by Daimler and other auto
19 manufacturers, investigative reports regarding diesel emissions and defeat devices,
20 and engineering analyses; (v) documents produced in response to Freedom of
21 Information Act (“FOIA”) requests issued to emissions regulators, including the
22 Environmental Protection Agency (“EPA”) and California Air Resources Board
23 (“CARB”); and (vi) the applicable law governing the claims and potential
24 defenses. Lead Counsel identified approximately 103 former Daimler and
25 Mercedes-Benz employees and other persons with relevant knowledge and
26 interviewed 30 of them, and consulted with experts on damages, diesel emissions
27 and regulatory issues.

1 F. On October 11, 2016, Lead Plaintiff filed the Consolidated Class
2 Action Complaint for Violations of the Federal Securities Laws (the “Complaint”).
3 ECF No. 38. The Complaint alleged violations of §§ 10(b) and 20(a) of the
4 Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5 promulgated
5 thereunder by the SEC on behalf of a class of all purchasers of Daimler’s
6 American Depositary Receipts from February 22, 2012 through April 21, 2016,
7 inclusive.

8 G. On January 20, 2017, Defendants filed a motion to dismiss the
9 Complaint for lack of personal jurisdiction pursuant to Federal Rule of Civil
10 Procedure (“Rule”) 12(b)(2) (ECF No. 58), as well as a motion to dismiss pursuant
11 to Rule 12(b)(6) (ECF No. 62). Lead Plaintiff opposed both motions on March 20,
12 2017. ECF Nos. 68, 69. On April 3, 2017, Defendants filed reply briefs in further
13 support of their motions. ECF Nos. 72, 74.

14 H. On May 31, 2017, the Court entered an order denying Defendants’
15 motion to dismiss for lack of personal jurisdiction and granting in part and denying
16 in part Defendants’ motion to dismiss for failure to state a claim. ECF No. 77 (the
17 “MTD Order”). In particular, the Court denied Defendants’ Rule 12(b)(6) motion
18 to dismiss under *Morrison v. National Australia Bank*, 561 U.S. 247 (2010),
19 finding that the purchases of the Daimler securities at issue were domestic
20 securities transactions and, therefore, subject to Section 10(b) liability; denied
21 Defendants’ motion to dismiss for failure to sufficiently plead that Defendants’
22 statements and omissions were false when made; denied Defendants’ motion to
23 dismiss for failure to plead scienter, except as to Defendant Mercedes-Benz USA,
24 LLC (Daimler’s American subsidiary), which the Court granted in part; and denied
25 the motion to dismiss for failure to adequately plead loss causation. *See* MTD
26 Order at 26.

27 I. In October 2019, Lead Plaintiff and Defendants, through their
28 counsel, conferred on the possibility of reaching a negotiated resolution of the

1 Action and agreed to participate in a mediation under the auspices of the
2 Honorable Daniel Weinstein of JAMS (the “Mediator”), with assistance from
3 Ambassador (ret’d.) David Carden. In advance of the mediation, the Parties held
4 discussions and exchanged information amongst themselves and also submitted
5 detailed mediation statements and exhibits to the Mediator, which addressed issues
6 of both liability and damages. On December 19, 2019, the Parties met for a full-
7 day mediation with Judge Weinstein and Ambassador Carden. After negotiations,
8 the Parties agreed, in principle, to a settlement in the amount of \$19 million based
9 on the Mediator’s recommendation, subject to the negotiation of a mutually
10 acceptable Settlement Term Sheet and long form stipulation of settlement and
11 completion of additional due diligence to confirm the reasonableness of the
12 Settlement. The Settlement Term Sheet was executed by the Parties on February
13 20, 2020.

14 J. This Stipulation confirms the agreement between the Parties and sets
15 forth the terms of the proposed Settlement.

16 K. Defendants have denied and continue to deny any wrongdoing or that
17 they have committed any act or omission giving rise to any liability or violation of
18 law, including the U.S. securities laws. Defendants have denied and continue to
19 deny each and every one of the claims alleged by Lead Plaintiff in the Action,
20 including all claims in the complaints filed in the Action and in the U.S. District
21 Court, Central District of California. Defendants also have denied and continue to
22 deny, *inter alia*, the allegations that Lead Plaintiff or class members have suffered
23 damage or were otherwise harmed by the conduct alleged in the Action.
24 Defendants have asserted and continue to assert that, at all times, they acted in
25 good faith and in a manner that was, and that they reasonably believed to be, in
26 accordance with all applicable rules, regulations, and laws. Nonetheless,
27 Defendants have determined that it is desirable and beneficial to them that the
28 Action be settled in the manner and upon the terms and conditions set forth in this

1 Stipulation to avoid the further expense, inconvenience, and burden of this Action,
2 and to obtain the conclusive and complete dismissal and/or release of this Action
3 and the Released Claims.

4 L. Lead Plaintiff believes that the claims asserted in the Action have
5 merit and that the information developed to date supports the claims asserted.
6 However, Lead Plaintiff and Lead Counsel recognize and acknowledge the
7 expense and length of continued proceedings necessary to prosecute the Action
8 through trial and appeals. They also have taken into account the uncertain
9 outcome and the risk of any litigation, especially in complex actions such as the
10 Action, as well as the difficulties and delays inherent in such litigation. Lead
11 Counsel also are mindful of the inherent problems of proof and the possible
12 defenses to the claims alleged in the Action. Based on their evaluation, Lead
13 Plaintiff and Lead Counsel believe that the Settlement set forth in this Stipulation
14 confers substantial monetary benefits upon the Settlement Class and is in the best
15 interests of Lead Plaintiff and the Settlement Class.

16 **NOW THEREFORE**, without any concession by Lead Plaintiff that the
17 Action lacks merit, and without any concession by the Defendants of any liability
18 or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND**
19 **AGREED**, by and among the parties to this Stipulation (the “Parties”), through
20 their respective attorneys, subject to approval by the Court pursuant to Rule 23(e)
21 of the Federal Rules of Civil Procedure, that, in consideration of the benefits
22 flowing to the Parties hereto, all Released Claims and all Released Defendants’
23 Claims, as against all Released Parties, shall be fully, finally, and forever
24 compromised, settled, released, discharged, and dismissed with prejudice, and
25 without costs, upon and subject to the following terms and conditions:

DEFINITIONS

1
2 1. As used in this Stipulation, the following terms shall have the
3 meanings set forth below. In the event of any inconsistency between any
4 definition set forth below and any definition in any other document related to the
5 Settlement, the definition set forth below shall control.

6 (a) “Action” means the civil action captioned *Vancouver Alumni*
7 *Asset Holdings, Inc. v. Daimler AG, et al.*, No. 2:16-cv-02942-DSF-KS, and all
8 cases consolidated therewith, pending in the United States District Court for the
9 Central District of California before the Honorable Dale S. Fischer, United States
10 District Judge.

11 (b) “Alternative Judgment” means a form of final judgment that
12 may be entered by the Court but in a form other than the form of Judgment
13 provided for in this Stipulation and where none of the Parties hereto elects to
14 terminate this Settlement by reason of such variance.

15 (c) “Authorized Claimant” means a Settlement Class Member who
16 submits a valid Proof of Claim and Release form to the Claims Administrator that
17 is accepted for payment.

18 (d) “Claims Administrator” means the firm to be retained by Lead
19 Counsel, subject to Court approval, to provide all notices approved by the Court to
20 potential Settlement Class Members, to process proofs of claim, and to administer
21 the Settlement.

22 (e) “Class Period” means the period from February 22, 2012
23 through April 21, 2016, inclusive.

24 (f) “Defendants” means Daimler AG, Dieter Zetsche, Bodo
25 Uebber, and Thomas Weber.

26 (g) “Defendants’ Counsel” means the law firms of Latham &
27 Watkins LLP, Gibson Dunn & Crutcher LLP, and Squire Patton Boggs (US) LLP.
28

1 (h) “Effective Date” means the date upon which the Settlement
2 shall have become effective, as set forth in ¶39 below.

3 (i) “Escrow Account” means the separate escrow account at
4 Citibank, N.A., a national banking institution, established to receive the Settlement
5 Amount for the benefit of the Settlement Class pursuant to this Stipulation and
6 subject to the jurisdiction of the Court.

7 (j) “Escrow Agent” means Citibank, N.A., which shall be
8 governed by terms of an escrow agreement entered into by the Parties and the
9 Escrow Agent.

10 (k) “Fee and Expense Application” means Lead Counsel’s
11 application, on behalf of all Plaintiffs’ Counsel, for an award of attorneys’ fees and
12 payment of litigation expenses incurred in prosecuting the case, including any
13 expenses (and lost wages) of the Lead Plaintiff, pursuant to 15 U.S.C. § 78u-
14 4(a)(4) of the Private Securities Litigation Reform Act of 1995 (“PSLRA”).

15 (l) “Final,” with respect to a court order, including a judgment,
16 means the later of: (i) if there is an appeal from a court order, the date of final
17 affirmance on appeal and the expiration of the time for any further judicial review
18 whether by appeal, reconsideration, or a petition for a *writ of certiorari* and, if
19 *certiorari* is granted, the date of final affirmance of the order following review
20 pursuant to the grant; or (ii) the date of final dismissal of any appeal from the order
21 or the final dismissal of any proceeding on *certiorari* to review the order; or (iii)
22 the expiration of the time for the filing or noticing of any appeal or petition for
23 *certiorari* from the order (or, if the date for taking an appeal or seeking review of
24 the order shall be extended beyond this time by order of the issuing court, by
25 operation of law or otherwise, or if such extension is requested, the date of
26 expiration of any extension if any appeal or review is not sought), without any such
27 filing or noticing being made. However, any appeal or proceeding seeking
28 subsequent judicial review pertaining solely to the Notice and Administration

1 Expenses, Taxes, the Plan of Allocation of the Net Settlement Fund, the Court's
2 award of attorneys' fees or expenses to Plaintiffs' Counsel, or any other fees or
3 expenses awarded by the Court shall not in any way delay or affect the time set
4 forth above for the Judgment or Alternative Judgment to become Final or
5 otherwise preclude the Judgment or Alternative Judgment from becoming Final
6 such that it would have preclusive effect in any subsequent proceeding, and all
7 releases provided by this Stipulation would be binding notwithstanding any such
8 appeal or proceeding seeking subsequent review.

9 (m) "Immediate Family Members" means children, stepchildren,
10 parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law,
11 daughters-in-law, brothers-in-law, and sisters-in-law.

12 (n) "Individual Defendants" means Dieter Zetsche, Bodo Uebber,
13 and Thomas Weber.

14 (o) "Judgment" means the proposed judgment to be entered by the
15 Court approving the Settlement, substantially in the form attached hereto as
16 Exhibit B.

17 (p) "Lead Counsel" means Labaton Sucharow LLP.

18 (q) "Lead Plaintiff" means Public School Retirement System of the
19 School District of Kansas City, Missouri.

20 (r) "Mediator" means the Honorable Daniel Weinstein of JAMS.

21 (s) "Net Settlement Fund" means the Settlement Fund less: (i)
22 Court-awarded attorneys' fees and expenses to Plaintiffs' Counsel; (ii) Notice and
23 Administration Expenses; (iii) Taxes; and (iv) any other fees or expenses approved
24 by the Court.

25 (t) "Notice" means the Notice of Pendency of Class Action,
26 Proposed Settlement, and Motion for Attorneys' Fees and Expenses to be sent to
27 potential Settlement Class Members, which, subject to approval of the Court, shall
28 be substantially in the form attached hereto as Exhibit 1 to Exhibit A hereto.

1 (u) "Notice and Administration Expenses" means all costs, fees,
2 and expenses incurred in connection with providing notice to the Settlement Class
3 and the administration of the Settlement, including but not limited to: (i) providing
4 notice of the proposed Settlement by mail, publication, and other means to
5 potential Settlement Class Members; (ii) receiving and reviewing claims for
6 payment from the Settlement Fund; (iii) applying the Plan of Allocation;
7 (iv) communicating with Persons regarding the proposed Settlement and claims
8 administration process; (v) distributing the proceeds of the Settlement; and (vi)
9 fees related to the Escrow Account and investment of the Settlement Fund.

10 (v) "Person(s)" means any individual, corporation (including all
11 divisions and subsidiaries), general or limited partnership, association, joint stock
12 company, joint venture, limited liability company, professional corporation, estate,
13 legal representative, trust, unincorporated association, government or any political
14 subdivision or agency thereof, and any other business or legal entity.

15 (w) "Plaintiffs' Counsel" means Labaton Sucharow LLP, Glancy
16 Prongay & Murray LLP, and Mark Flaherty.

17 (x) "Plan of Allocation" means the proposed Plan of Allocation for
18 the distribution of the Net Settlement Fund, which, subject to the approval of the
19 Court, shall be substantially in the form described in the Notice.

20 (y) "Preliminary Approval Order" means the Order Granting
21 Preliminary Approval of Class Action Settlement, Approving Form and Manner of
22 Notice, and Setting Date for Hearing on Final Approval of Settlement, which,
23 subject to the approval of the Court, shall be substantially in the form attached
24 hereto as Exhibit A.

25 (z) "Proof of Claim" or "Claim Form" means the Proof of Claim
26 and Release form for submitting a claim, which, subject to approval of the Court,
27 shall be substantially in the form attached as Exhibit 2 to Exhibit A hereto.

1 (aa) “Released Claims” means any and all claims, rights, remedies,
2 demands, liabilities and causes of action of every nature and description (including
3 but not limited to any claims for damages, punitive damages, compensation,
4 restitution, disgorgement, rescission, interest, injunctive relief, attorneys’ fees,
5 expert or consulting fees, obligations, debts, losses, and any other costs, expenses,
6 or liabilities of any kind or nature whatsoever), whether legal, statutory or
7 equitable in nature to the fullest extent that the law permits their release in the
8 Action, whether known claims or Unknown Claims (as defined below), whether
9 arising under federal, state, common or foreign law, whether class or individual in
10 nature, that Lead Plaintiff or any other member of the Settlement Class: (i) asserted
11 in the Action, including any complaint filed or submitted to the Court in the
12 Action; or (ii) could have asserted in any forum or proceeding that arise out of or
13 are based upon or are related to the allegations, transactions, facts, matters or
14 occurrences, representations or omissions involved, set forth, or referred to in the
15 Complaint that arise out of the purchase or acquisition of Daimler American
16 Depository Receipts and/or Global Registered Shares in the United States during
17 the Class Period. For the avoidance of doubt, Released Claims do not include
18 claims relating to the enforcement of the Settlement or claims alleged in the TILP
19 Litigation Rechtsanwaltsgesellschaft mbH/Daimler AG arising from the purchase
20 and/or acquisition of Daimler shares (Ticker: DAI) outside the United States.

21 (bb) “Released Defendant Parties” means Defendants, all their
22 respective past, present, and future parent companies, subsidiaries, affiliates,
23 divisions, joint venturers, subcontractors, agents, attorneys, insurers, subrogees, co-
24 insurers and reinsurers, all their respective, past, present and future officers,
25 directors, employees, members, partners, principals, shareholders and owners, and
26 all their respective heirs, executors, administrators, personal representatives,
27 trustees, predecessors, successors, transferees and assigns, in their respective
28 capacities as such.

1 (cc) “Released Defendants’ Claims” means any and all claims,
2 rights and causes of action, duties, obligations, demands, actions, debts, sums of
3 money, suits, contracts, agreements, promises, damages, and liabilities of every
4 nature and description, whether known or Unknown, whether arising under federal,
5 state, common or foreign law, or any other law, that the Defendants or any other
6 Released Defendant Party asserted, or could have asserted, against Lead Plaintiff,
7 Settlement Class Members, Plaintiffs’ Counsel, and the other Released Plaintiff
8 Parties that arise out of or relate in any way to the commencement, prosecution,
9 settlement or resolution of the Action, except for claims relating to the enforcement
10 of the Settlement or claims alleged in the TILP Litigation
11 Rechtsanwaltsgesellschaft mbH/Daimler AG arising from the purchase and/or
12 acquisition of Daimler shares (Ticker: DAI) outside the United States.

13 (dd) “Released Parties” means the Released Defendant Parties and
14 the Released Plaintiff Parties.

15 (ee) “Released Plaintiff Parties” means Lead Plaintiff, each and
16 every Settlement Class Member, Plaintiffs’ Counsel, and their respective current or
17 former trustees, officers, directors, partners, employees, contractors, principals,
18 agents, attorneys, predecessors, successors or assigns, heirs, trustees,
19 administrators, representatives, parents, subsidiaries, divisions, joint ventures,
20 general or limited partners or partnerships, insurers and limited liability companies,
21 in their capacities as such, and any trust of which Lead Plaintiff, any Settlement
22 Class Member, or Plaintiffs’ Counsel is the settlor, or which is for the benefit of
23 their Immediate Family Members. Released Plaintiff Parties does not include any
24 Person who timely and validly seeks exclusion from the Settlement Class.

25 (ff) “Settlement” means the resolution of the Action in accordance
26 with the terms and provisions of this Stipulation.

27 (gg) “Settlement Amount” means nineteen million U.S. dollars
28 (\$19,000,000) in cash.

1 (hh) "Settlement Class" or "Settlement Class Member" means all
2 persons and entities that purchased or otherwise acquired Daimler American
3 Depository Receipts and/or Global Registered Shares, in the United States, during
4 the period from February 22, 2012 through April 21, 2016, inclusive, and were
5 allegedly damaged thereby. Excluded from the Settlement Class are: (i)
6 Defendants; (ii) Immediate Family Members of the Individual Defendants; (iii) any
7 person who was an officer or director of Daimler during the Class Period; (iv) any
8 firm or entity in which any Defendant has or had a controlling interest; (v) the
9 parents, subsidiaries, and affiliates of Daimler; and (vi) the legal representatives,
10 heirs, beneficiaries, successors, and assigns of any excluded person or entity, in
11 their respective capacities as such. Also excluded from the Settlement Class are
12 any persons or entities who or which exclude themselves by submitting a valid and
13 timely request for exclusion that is accepted by the Court.

14 (ii) "Settlement Fund" means the Settlement Amount and any
15 interest earned thereon.

16 (jj) "Settlement Hearing" means the hearing to be held by the Court
17 to determine, *inter alia*, whether the proposed Settlement is fair, reasonable, and
18 adequate and should be approved.

19 (kk) "Stipulation" means this Stipulation and Agreement of
20 Settlement.

21 (ll) "Summary Notice" means the Summary Notice of Pendency of
22 Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses
23 for publication, which, subject to approval of the Court, shall be substantially in
24 the form attached as Exhibit 3 to Exhibit A hereto.

25 (mm) "Taxes" means all federal, state, or local taxes of any kind on
26 any income earned by the Settlement Fund and the expenses and costs incurred in
27 connection with the taxation of the Settlement Fund (including, without limitation,
28 interest, penalties and the reasonable expenses of tax attorneys and accountants).

(nn) “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any other Settlement Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant or any other Released Defendant Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each Settlement Class Member and Released Defendant Party shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Lead Plaintiff, all Settlement Class Members, Defendants, or Released Defendant Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows, suspects, or believes to be true with respect to the Action, the Released Claims, or the Released Defendants’

1 Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and
2 forever settle and release, and each Settlement Class Member and Released
3 Defendant Party shall be deemed to have fully, finally, and forever settled and
4 released, and upon the Effective Date and by operation of the Judgment or
5 Alternative Judgment shall have settled and released, fully, finally, and forever,
6 any and all Released Claims and Released Defendants' Claims as applicable,
7 without regard to the subsequent discovery or existence of such different or
8 additional facts, legal theories, or authorities. Lead Plaintiff and Defendants
9 acknowledge, and all Settlement Class Members by operation of law shall be
10 deemed to have acknowledged, that the inclusion of "Unknown Claims" in the
11 definition of Released Claims and Released Defendants' Claims was separately
12 bargained for and was a material element of the Settlement.

13 **SCOPE AND EFFECT OF SETTLEMENT**

14
15 2. The obligations incurred pursuant to this Stipulation are (i) subject to
16 approval by the Court and the Judgment, or Alternative Judgment, reflecting such
17 approval becoming Final; and (ii) in full and final disposition of the Action with
18 respect to the Released Parties and any and all Released Claims and Released
19 Defendants' Claims.

20 3. For purposes of this Settlement only, the Parties agree to: (i)
21 certification of the Action as a class action, under Federal Rules of Civil Procedure
22 23(a) and 23(b)(3); (ii) the appointment of Lead Plaintiff as Class Representative
23 for the Settlement Class; and (iii) the appointment of Lead Counsel as Class
24 Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure
25 23(g).

26 4. By operation of the Judgment or Alternative Judgment, as of the
27 Effective Date, Lead Plaintiff and each and every other Settlement Class Member,
28 on behalf of themselves and each of their respective heirs, executors, trustees,

1 administrators, predecessors, successors, and assigns, in their capacities as such,
2 shall be deemed to have fully, finally, and forever waived, released, discharged,
3 and dismissed each and every one of the Released Claims against each and every
4 one of the Released Defendant Parties and shall forever be barred and enjoined
5 from commencing, instituting, prosecuting, or maintaining any and all of the
6 Released Claims against any and all of the Released Defendant Parties.

7 5. By operation of the Judgment or Alternative Judgment, as of the
8 Effective Date, Defendants and the Released Defendant Parties, on behalf of
9 themselves and each of their respective heirs, executors, trustees, administrators,
10 predecessors, successors, and assigns, in their capacities as such, shall be deemed
11 to have fully, finally, and forever waived, released, discharged, and dismissed each
12 and every one of the Released Defendants' Claims against each and every one of
13 the Released Plaintiff Parties and shall forever be barred and enjoined from
14 commencing, instituting, prosecuting, or maintaining any and all of the Released
15 Defendants' Claims against any and all of the Released Plaintiff Parties.

16 **THE SETTLEMENT CONSIDERATION**

17
18 6. In full settlement of the claims asserted in the Action against
19 Defendants and in consideration of the releases specified in ¶¶4–5, above, all of
20 which the Parties agree are good and valuable consideration, Defendants shall pay,
21 or cause to be paid, the Settlement Amount into the Escrow Account within twenty
22 (20) calendar days of the later of (i) entry of the Preliminary Approval Order or (ii)
23 Lead Counsel's provision to Defendants' Counsel of payment instructions and a
24 W-9 form for the Settlement Fund.

25 7. With the sole exception of Defendants' obligation to secure payment
26 of the Settlement Amount into the Escrow Account as provided for in ¶6, and
27 Defendants' obligations under ¶¶21 and 36, Defendants and Defendants' Counsel
28 shall have no responsibility for, interest in, or liability whatsoever with respect to:

(i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local tax returns.

8. Other than the obligation of Defendants to cause the payment of the Settlement Amount pursuant to ¶6, Defendants shall have no obligation to make or cause to be made any other payments into the Escrow Account or to Lead Plaintiff, any Settlement Class Member, Plaintiffs' Counsel, or the Claims Administrator in settlement of the Action or pursuant to this Stipulation, nor any objector or intervenor or other similar third party, unless otherwise ordered by the Court.

USE AND TAX TREATMENT OF SETTLEMENT FUND

9. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and Administration Expenses; (iii) to pay any attorneys' fees and expenses of Plaintiffs' Counsel awarded by the Court; (iv) to pay any other fees and expenses awarded by the Court; and (v) to pay the claims of Authorized Claimants.

10. The Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶22-34 hereof. The Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall have been disbursed or returned, pursuant to the terms of this

1 Stipulation, and/or further order of the Court. The Escrow Agent shall invest funds
2 in the Escrow Account in instruments backed by the full faith and credit of the
3 United States Government (or a mutual fund invested solely in such instruments),
4 or deposit some or all of the funds in non-interest-bearing transaction account(s)
5 that are fully insured by the Federal Deposit Insurance Corporation (“FDIC”) in
6 amounts that are up to the limit of FDIC insurance. Defendants and Defendants’
7 Counsel shall have no responsibility for, interest in, or liability whatsoever with
8 respect to investment decisions executed by the Escrow Agent. All investment
9 risks of the Settlement Fund shall be borne solely by the Settlement Fund.

10 11. After the Settlement Amount has been paid into the Escrow Account,
11 the Parties agree to treat the Settlement Fund as a “qualified settlement fund”
12 within the meaning of Treas. Reg. § 1.468B-1. All provisions of this Stipulation
13 shall be interpreted in a manner that is consistent with the Settlement Amount
14 being a “qualified settlement fund” within the meaning of Treasury Regulation §
15 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made, such
16 elections as necessary or advisable to carry out the provisions of this paragraph 11,
17 including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back
18 to the earliest permitted date. Such election shall be made in compliance with the
19 procedures and requirements contained in such regulations. It shall be the
20 responsibility of Lead Counsel to timely and properly prepare and deliver, or cause
21 to be prepared and delivered, the necessary documentation for signature by all
22 necessary parties, and thereafter take all such actions as may be necessary or
23 appropriate to cause the appropriate filing(s) to timely occur. Consistent with the
24 foregoing:

25 (a) For the purposes of Section 468B of the Internal Revenue Code
26 of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the
27 “administrator” shall be Lead Counsel or its successors, who shall timely and
28 properly file, or cause to be filed, all federal, state, or local tax returns and

1 information returns (together, "Tax Returns") necessary or advisable with respect
2 to the earnings on the funds deposited in the Escrow Account (including without
3 limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns
4 (as well as the election described above) shall be consistent with this subparagraph
5 and in all events shall reflect that all Taxes (including any estimated taxes,
6 earnings, or penalties) on the income earned on the funds deposited in the Escrow
7 Account shall be paid out of such funds as provided in subparagraph (c) of this
8 paragraph 11.

9 (b) All Taxes shall be paid out of the Settlement Fund. In all
10 events, Defendants and Defendants' Counsel shall have no liability or
11 responsibility whatsoever for the Taxes or the filing of any Tax Return or other
12 document with the Internal Revenue Service or any other state or local taxing
13 authority or any expenses associated therewith. Defendants shall have no liability
14 or responsibility for the Taxes of the Escrow Account with respect to the
15 Settlement Amount nor the filing of any Tax Returns or other documents with the
16 Internal Revenue Service or any other taxing authority. In the event any Taxes are
17 owed by any of the Defendants on any earnings on the funds on deposit in the
18 Escrow Account, such amounts shall also be paid out of the Settlement Fund.

19 (c) Taxes with respect to the Settlement Amount and the Escrow
20 Account shall be treated as, and considered to be, a cost of administration of the
21 Settlement and shall be timely paid, or caused to be paid, by the Escrow Agent out
22 of the Settlement Fund without prior order from the Court or approval by
23 Defendants. The Escrow Agent shall be obligated (notwithstanding anything
24 herein to the contrary) to withhold from distribution to Authorized Claimants any
25 funds necessary to pay such amounts (as well as any amounts that may be required
26 to be withheld under Treas. Reg. § 1.468B-2(l)(2)). The Parties agree to cooperate
27 with each other, and their tax attorneys and accountants to the extent reasonably
28 necessary, to carry out the provisions of this paragraph 11.

1 12. This is not a claims-made settlement. As of the Effective Date,
2 Defendants, and/or any other Person funding the Settlement on a Defendant's
3 behalf, shall not have any right to the return of the Settlement Fund or any portion
4 thereof for any reason, and shall not have liability should claims made exceed the
5 amount available in the Settlement Fund for payment of such claims. The
6 Released Defendant Parties shall not be liable for the loss of any portion of the
7 Settlement Fund, nor have any liability, obligation, or responsibility for the
8 payment of claims, Taxes, legal fees, or any other expenses payable from the
9 Settlement Fund.

10
11 **ATTORNEYS' FEES AND EXPENSES**

12 13. Lead Counsel, on behalf of all Plaintiffs' Counsel, will apply to the
13 Court for an award of attorneys' fees of no more than 30% of the Settlement Fund
14 and payment of expenses incurred in prosecuting the Action of no more than
15 \$300,000, plus any earnings on such amounts at the same rate and for the same
16 periods as earned by the Settlement Fund.

17 14. The amount of attorneys' fees and expenses awarded by the Court is
18 within the sole discretion of the Court. Any attorneys' fees and expenses awarded
19 by the Court shall be paid from the Settlement Fund to Lead Counsel immediately
20 after entry of the order awarding such attorneys' fees and expenses and entry of the
21 Judgment or Alternative Judgment, notwithstanding the existence of any timely
22 filed objections thereto or to the Settlement, or potential for appeal therefrom, or
23 collateral attack on the Fee and Expense Application, the Settlement, or any part
24 thereof. Lead Counsel shall allocate any Court-awarded attorneys' fees and
25 expenses among Plaintiffs' Counsel.

26 15. Any payment of attorneys' fees and expenses pursuant to ¶¶13-14
27 above shall be subject to Lead Counsel's obligation to make refunds or repayments
28 to the Settlement Fund of any paid amounts, plus accrued interest at the same net

1 rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to
2 the terms of this Stipulation or fails to become effective for any reason, or if, as a
3 result of any appeal or further proceedings on remand or successful collateral
4 attack, the award of attorneys' fees and/or expenses is reduced or reversed by Final
5 non-appealable court order. Lead Counsel agree that they are subject to the
6 jurisdiction of the Court for the purpose of enforcing this paragraph. Lead Counsel
7 shall make the appropriate refund or repayment in full no later than ten (10)
8 business days after receiving notice of the termination of the Settlement pursuant
9 to this Stipulation, notice from a court of appropriate jurisdiction of the disapproval
10 of the Settlement by Final non-appealable court order, or notice of any reduction or
11 reversal of the award of attorneys' fees and/or expenses by Final non-appealable
12 court order.

13 16. With the sole exception of Defendants' obligation to cause the
14 payment of the Settlement Amount into the Escrow Account as provided for in ¶6,
15 Defendants shall have no responsibility for, and no liability whatsoever with
16 respect to, any payment whatsoever to Plaintiffs' Counsel in the Action that may
17 occur at any time.

18 17. Defendants shall have no responsibility for, and no liability
19 whatsoever with respect to, any allocation of any attorneys' fees or expenses
20 among Plaintiffs' Counsel in the Action, or to any other Person who may assert
21 some claim thereto, or any fee or expense awards the Court may make in the
22 Action.

23 18. Defendants shall have no responsibility for, and no liability
24 whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or
25 on behalf of Settlement Class Members, whether or not paid from the Escrow
26 Account. The Settlement Fund will be the sole source of payment from
27 Defendants for any award of attorneys' fees and expenses ordered by the Court.
28

1 19. The procedure for and the allowance or disallowance by the Court of
2 any Fee and Expense Application are not part of the Settlement set forth in this
3 Stipulation, and any order or proceeding relating to any Fee and Expense
4 Application, including an award of attorneys' fees or expenses in an amount less
5 than the amount requested by Lead Counsel, or any appeal from any order relating
6 thereto or reversal or modification thereof, shall not operate to terminate or cancel
7 the Stipulation, or affect or delay the finality of the Judgment or Alternative
8 Judgment approving the Stipulation and the Settlement set forth herein, including,
9 but not limited to, the release, discharge, and relinquishment of the Released
10 Claims against the Released Defendant Parties, or any other orders entered
11 pursuant to the Stipulation. Lead Plaintiff and Lead Counsel may not cancel or
12 terminate the Stipulation or the Settlement in accordance with ¶40 or otherwise
13 based on any objection or appeal with respect to fees or expenses awarded in the
14 Action or the Court's or an appellate court's ruling with respect to fees and
15 expenses awarded in the Action.

16
17 **NOTICE AND ADMINISTRATION EXPENSES**

18 20. Except as otherwise provided herein, the Net Settlement Fund shall be
19 held in the Escrow Account until the Effective Date.

20 21. Prior to the Effective Date of the Settlement, without further approval
21 from Defendants or further order of the Court, Lead Counsel may pay Notice and
22 Administration Expenses reasonably and actually incurred, to the extent that the
23 Notice and Administration Expenses do not exceed four hundred fifty thousand
24 dollars (\$450,000.00). Additional sums for this purpose prior to the Effective Date
25 may be paid from the Settlement Fund upon approval by Defendants or order of
26 the Court. Taxes and fees related to the Escrow Account and investment of the
27 Settlement Fund may be paid as incurred, without further approval of Defendants
28 or further order of the Court. After the Effective Date of the Settlement, without

1 further approval of Defendants or further order of the Court, Notice and
2 Administration Expenses may be paid as incurred. Defendants shall be responsible
3 for providing any required notice under the Class Action Fairness Act of 2005, if
4 any, at their own expense.

5
6 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

7 22. The Claims Administrator, subject to such supervision and direction
8 of Lead Counsel and/or the Court as may be necessary or as circumstances may
9 require, shall administer the Settlement in accordance with the terms of this
10 Stipulation, the Court-approved Plan of Allocation, and subject to the jurisdiction
11 of the Court. Defendants and Defendants' Counsel shall have no responsibility for
12 (except as stated in ¶¶6 and 36 hereof), interest in, or liability whatsoever with
13 respect to the administration of the Settlement or the actions or decisions of the
14 Claims Administrator, and shall have no liability to the Settlement Class in
15 connection with such administration.

16 23. The Claims Administrator shall determine each Authorized
17 Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized
18 Claimant's recognized loss, as defined in the Plan of Allocation included in the
19 Notice, or in such other plan of allocation as the Court may approve.

20 24. Defendants have no role in the development of, and will take no
21 position with respect to, the Plan of Allocation. The Plan of Allocation is a matter
22 separate and apart from the proposed Settlement, and any decision by the Court
23 concerning the Plan of Allocation shall not affect the validity or finality of the
24 proposed Settlement. The Plan of Allocation is not a necessary term of this
25 Stipulation and it is not a condition of this Stipulation that any particular plan of
26 allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not
27 cancel or terminate the Stipulation or the Settlement in accordance with ¶40 or
28 otherwise based on the Court's or any appellate court's ruling with respect to the

1 Plan of Allocation or any plan of allocation in the Action. Defendants and
2 Defendants' Counsel shall have no responsibility or liability for reviewing or
3 challenging claims on the Net Settlement Fund, the allocation of the Net
4 Settlement Fund, or the distribution of the Net Settlement Fund.

5 25. Upon the Effective Date and thereafter, and in accordance with the
6 terms of the Stipulation, the Plan of Allocation, or such further approval and
7 further order(s) of the Court as may be necessary or as circumstances may require,
8 the Net Settlement Fund shall be distributed to Authorized Claimants.

9 26. If there is any balance remaining in the Net Settlement Fund (whether
10 by reason of tax refunds, uncashed checks or otherwise) after at least six (6)
11 months from the date of initial distribution of the Net Settlement Fund, the Claims
12 Administrator shall, if feasible and economical after payment of Notice and
13 Administration Expenses, Taxes, and attorneys' fees and expenses, if any,
14 redistribute such balance among Authorized Claimants who have cashed their
15 checks in an equitable and economic fashion. Once it is no longer feasible or
16 economical to make further distributions, any balance that still remains in the Net
17 Settlement Fund after re-distribution(s) and after payment of outstanding Notice
18 and Administration Expenses, Taxes, and attorneys' fees and expenses, if any,
19 shall be contributed to the National Council of Teachers Retirement, or such other
20 non-profit and non-sectarian organization(s) approved by the Court.

21
22 **ADMINISTRATION OF THE SETTLEMENT**

23 27. Any Settlement Class Member who fails to submit a valid Claim
24 Form (substantially in the form of Exhibit 2 to Exhibit A) will not be entitled to
25 receive any of the proceeds from the Net Settlement Fund, except as otherwise
26 ordered by the Court, but will otherwise be bound by all of the terms of this
27 Stipulation and the Settlement, including the terms of the Judgment or Alternative
28 Judgment to be entered in the Action and all releases provided for herein, and will

1 be barred from bringing any action against the Released Defendant Parties
2 concerning the Released Claims.

3 28. Lead Counsel shall be responsible for supervising the administration
4 of the Settlement and disbursement of the Net Settlement Fund by the Claims
5 Administrator. Lead Counsel shall have the right, but not the obligation, to advise
6 the Claims Administrator to waive what Lead Counsel deem to be *de minimis* or
7 formal or technical defects in any Claim Form submitted. Defendants and
8 Defendants' Counsel shall have no liability, obligation or responsibility for the
9 administration of the Settlement, the allocation of the Net Settlement Fund, or the
10 reviewing or challenging claims on the Net Settlement Fund. Lead Counsel shall
11 be solely responsible for designating the Claims Administrator, subject to approval
12 by the Court.

13 29. For purposes of determining the extent, if any, to which a claimant
14 shall be entitled to be treated as an Authorized Claimant, the following conditions
15 shall apply:

16 (a) Each claimant shall be required to submit a Claim Form,
17 substantially in the form attached hereto as Exhibit 2 to Exhibit A, supported by
18 such documents as are designated therein, including proof of the claimant's loss, or
19 such other documents or proof as the Claims Administrator or Lead Counsel, in
20 their discretion, may deem acceptable;

21 (b) All Claim Forms must be submitted by the date set by the Court
22 in the Preliminary Approval Order and specified in the Notice, unless such
23 deadline is extended by Lead Counsel in their discretion or by Order of the Court.
24 Any Settlement Class Member who fails to submit a Claim Form by such date
25 shall be barred from receiving any distribution from the Net Settlement Fund or
26 payment pursuant to this Stipulation (unless, by Order of the Court or the
27 discretion of Lead Counsel, late-filed Claim Forms are accepted), but shall in all
28 other respects be bound by all of the terms of this Stipulation and the Settlement,

1 including the terms of the Judgment or Alternative Judgment and all releases
2 provided for herein, and will be permanently barred and enjoined from bringing
3 any action, claim or other proceeding of any kind against any Released Defendant
4 Party. A Claim Form shall be deemed to be submitted when mailed, if received
5 with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail
6 and addressed in accordance with the instructions thereon. In all other cases, the
7 Claim Form shall be deemed to have been submitted when actually received by the
8 Claims Administrator;

9 (c) Each Claim Form shall be submitted to and reviewed by the
10 Claims Administrator, under the supervision of Lead Counsel, which shall
11 determine in accordance with this Stipulation the extent, if any, to which each
12 claim shall be allowed;

13 (d) Claim Forms that do not meet the submission requirements may
14 be rejected. Prior to rejecting a Claim Form in whole or in part, the Claims
15 Administrator shall communicate with the claimant in writing to give the claimant
16 the chance to remedy any curable deficiencies in the Claim Form submitted. The
17 Claims Administrator, under supervision of Lead Counsel, shall notify, in writing,
18 all claimants whose claims the Claims Administrator proposes to reject in whole or
19 in part for curable deficiencies, setting forth the reasons therefor, and shall indicate
20 in such notice that the claimant whose claim is to be rejected has the right to a
21 review by the Court if the claimant so desires and complies with the requirements
22 of subparagraph (e) below; and

23 (e) If any claimant whose timely claim has been rejected in whole
24 or in part for curable deficiency desires to contest such rejection, the claimant
25 must, within twenty (20) calendar days after the date of mailing of the notice
26 required in subparagraph (d) above, or a lesser period of time if the claim was
27 untimely, serve upon the Claims Administrator a notice and statement of reasons
28 indicating the claimant's grounds for contesting the rejection along with any

1 supporting documentation, and requesting a review thereof by the Court. If a
2 dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall
3 thereafter present the request for review to the Court.

4 30. Each claimant who submits a Claim Form shall be deemed to have
5 submitted to the jurisdiction of the Court with respect to the claimant's claim,
6 including but not limited to, all releases provided for herein and in the Judgment or
7 Alternative Judgment, and the claim will be subject to investigation and discovery
8 under the Federal Rules of Civil Procedure, provided that such investigation and
9 discovery shall be limited to the claimant's status as a Settlement Class Member
10 and the validity and amount of the claimant's claim. In connection with processing
11 the Proofs of Claim, no discovery shall be allowed on the merits of the Action or
12 the Settlement.

13 31. Payment pursuant to the Stipulation and Court-approved Plan of
14 Allocation shall be deemed final and conclusive against any and all claimants. All
15 Settlement Class Members whose claims are not approved shall be barred from
16 participating in distributions from the Net Settlement Fund, but otherwise shall be
17 bound by all of the terms of this Stipulation and the Settlement, including the terms
18 of the Judgment or Alternative Judgment to be entered in the Action and the
19 releases provided for herein and therein, and will be barred from bringing any
20 action against the Released Defendant Parties concerning the Released Claims.

21 32. All proceedings with respect to the administration, processing and
22 determination of claims described by this Stipulation and the determination of all
23 controversies relating thereto, including disputed questions of law and fact with
24 respect to the validity of claims, shall be subject to the jurisdiction of the Court, but
25 shall not in any event delay or affect the finality of the Judgment or Alternative
26 Judgment.

27 33. No Person shall have any claim of any kind against the Released
28 Defendant Parties or Defendants' Counsel with respect to the matters set forth in

1 this section (*i.e.*, ¶¶27-34) or any of its subsections, or otherwise related in any way
2 to the administration of the Settlement, including without limitation the processing
3 of claims and distributions.

4 34. No Person shall have any claim against Lead Plaintiff, Plaintiffs'
5 Counsel, or the Claims Administrator, or other agent designated by Lead Counsel,
6 based on the distributions made substantially in accordance with this Stipulation
7 and the Settlement contained herein, the Plan of Allocation, or further order(s) of
8 the Court.

9 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

10 35. Concurrently with its application for preliminary approval by the
11 Court of the Settlement contemplated by this Stipulation and promptly upon
12 execution of this Stipulation, Lead Counsel shall apply to the Court for entry of the
13 Preliminary Approval Order, which shall be substantially in the form annexed
14 hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*, preliminarily
15 approve the Settlement, set the date for the Settlement Hearing, approve the form
16 of notice, and prescribe the method for giving notice of the Settlement to the
17 Settlement Class.

18 36. Daimler shall provide, or cause to be provided, to Lead Counsel or the
19 Claims Administrator, at no cost to Lead Plaintiff or the Settlement Class, within
20 ten (10) calendar days of entry of the Preliminary Approval Order, a list in
21 electronic searchable form, such as Excel, of the names and addresses of record
22 purchasers of Daimler American Depositary Receipts or Global Registered Shares,
23 in the United States, during the Class Period, to the extent such a list is reasonably
24 available to Daimler.

25 **TERMS OF THE JUDGMENT**

26 37. If the Settlement contemplated by this Stipulation is approved by the
27 Court, Lead Counsel and Defendants' Counsel shall jointly request that the Court
28 enter a Judgment substantially in the form annexed hereto as Exhibit B.

1 38. In the event of any objections to the Settlement or appeal from any
2 order of the Court granting final approval, Lead Counsel will be responsible for
3 responding to objectors and intervenors, and defending the Court's judgment on
4 appeal or review by writ, if any. Defendants reserve the right to respond to
5 objectors and intervenors, and to join in the defense of the Judgment. Defendants
6 agree not to appeal, or otherwise support any appeal, of an order or judgment
7 entered by the Court that is consistent with the terms of the Settlement. Any costs
8 incurred by Plaintiff's Counsel in such appeals, including costs incurred to settle
9 any claims by objectors or intervenors, are payable solely as ordered by the Court
10 and from the Settlement Fund. No one may seek to recover such costs from
11 Defendants.

12
13 **EFFECTIVE DATE OF SETTLEMENT**

14 39. The Effective Date of this Settlement shall be the first business day on
15 which all of the following shall have occurred or been waived:

16 (a) Defendants have not exercised their option to terminate the
17 Settlement under ¶¶40–41;

18 (b) entry of the Preliminary Approval Order, which shall be in all
19 material respects substantially in the form set forth in Exhibit A annexed hereto;

20 (c) payment of the Settlement Amount into the Escrow Account;

21 (d) approval by the Court of the Settlement, following notice to the
22 Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the
23 Federal Rules of Civil Procedure; and

24 (e) a Judgment, which shall be in all material respects substantially
25 in the form set forth in Exhibit B annexed hereto, has been entered by the Court
26 and has become Final; or in the event that an Alternative Judgment has been
27 entered, the Alternative Judgment has become Final.

WAIVER OR TERMINATION

40. Defendants and Lead Plaintiff shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”), through counsel, to all other Parties hereto within fourteen (14) calendar days of: (i) the Court’s Final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court’s Final refusal to approve this Stipulation or any material part of it; (iii) the Court’s Final refusal to enter (a) the Judgment in any material respect or (b) an Alternative Judgment; or (iv) the date upon which the Judgment or Alternative Judgment is modified or reversed in any material respect by a Final order of the Court, the United States Court of Appeals, or the Supreme Court of the United States. For the avoidance of doubt, Lead Plaintiff shall not have the right to terminate the Settlement due to any decision, ruling, or order respecting the Fee and Expense Application or any plan of allocation.

41. In addition to the foregoing, Defendants shall also have the right to terminate the Settlement in the event the Termination Threshold (defined below) has been reached. Simultaneously herewith, Defendants’ Counsel and Lead Counsel are executing a confidential Supplemental Agreement Regarding Requests for Exclusion (“Supplemental Agreement”). The Supplemental Agreement sets forth certain conditions under which Defendants shall have the option, which must be exercised by Daimler AG on behalf of the Defendants, to terminate the Settlement and render this Stipulation null and void in the event that requests for exclusion from the Settlement Class exceed certain agreed-upon criteria (the “Termination Threshold”). The Parties agree to maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. If submission of the Supplemental Agreement is required for resolution of a dispute

1 or is otherwise ordered by the Court, the Parties will undertake to have the
2 Termination Threshold submitted to the Court *in camera* or under seal. In the
3 event of a termination of this Settlement pursuant to the Supplemental Agreement,
4 this Stipulation shall become null and void and of no further force and effect, with
5 the exception of the provisions of ¶¶46-49 which shall continue to apply.

6 42. The Preliminary Approval Order, attached hereto as Exhibit A, shall
7 provide that requests for exclusion shall be received no later than twenty-one (21)
8 calendar days prior to the Settlement Hearing. Upon receiving any request for
9 exclusion pursuant to the Notice, Lead Counsel shall promptly, and certainly no
10 later than five (5) calendar days after receiving a request for exclusion or fifteen
11 (15) calendar days prior to the Settlement Hearing, whichever is earlier, notify
12 Defendants' Counsel by email of such request for exclusion and provide copies of
13 such request for exclusion and any documentation accompanying it.

14 43. In addition to all of the rights and remedies that Lead Plaintiff has
15 under the terms of this Stipulation, Lead Plaintiff shall also have the right to
16 terminate the Settlement in the event that (i) the Settlement Amount has not been
17 paid in the time period provided for in ¶6 above, by providing written notice of the
18 election to terminate to all other Parties and, thereafter, if there is a failure to pay
19 the Settlement Amount within fourteen (14) calendar days of such written notice;
20 or (ii) the additional due diligence being conducted by Lead Plaintiff does not
21 confirm the reasonableness of the Settlement, by providing written notice of the
22 election to terminate to all other Parties prior to filing its motion for preliminary
23 approval of the Settlement.

24 44. If, before the Settlement becomes Final, Defendants file for protection
25 under the Bankruptcy Code, or any similar law, or a trustee, receiver, conservator,
26 or other fiduciary is appointed under Bankruptcy, or any similar law, and in the
27 event of the entry of a final order of a court of competent jurisdiction determining
28 the transfer of money or any portion thereof to the Settlement Fund by or on behalf

1 of Defendants to be a preference, voidable transfer, fraudulent transfer or similar
2 transaction and any portion thereof is required to be returned, and such amount is
3 not promptly deposited into the Settlement Fund by others, then, at the election of
4 Lead Plaintiff, the Parties shall jointly move the Court to vacate and set aside the
5 releases given and the Judgment or Alternative Judgment entered in favor of
6 Defendants, and the Parties shall be restored to their litigation positions on
7 December 19, 2019.

8 45. Daimler warrants, as to itself and the payments made on Defendants'
9 behalves, that, at the time of such payment, it will not be insolvent, nor will
10 payment render it insolvent, within the meaning of and/or for the purposes of the
11 United States Bankruptcy Code, including Sections 101 and 547 thereof.

12 46. If an option to withdraw from and terminate this Stipulation and
13 Settlement arises under any of ¶¶40–44 above: (i) neither Defendants nor Lead
14 Plaintiff (as the case may be) will be required for any reason or under any
15 circumstance to exercise that option; and (ii) any exercise of that option shall be
16 made in good faith, but in the sole and unfettered discretion of Defendants or Lead
17 Plaintiff, as applicable.

18 47. With the exception of the provisions of ¶¶47–49 which shall continue
19 to apply, in the event the Settlement is terminated as set forth herein or cannot
20 become effective for any reason, then the Settlement shall be without prejudice,
21 and none of its terms shall be effective or enforceable except as specifically
22 provided herein; the Parties shall be deemed to have reverted to their respective
23 litigation positions in the Action on December 19, 2019; and, except as specifically
24 provided herein, the Parties shall proceed in all respects as if this Stipulation and
25 any related order had not been entered. In such event, this Stipulation, and any
26 aspect of the discussions or negotiations leading to this Stipulation shall not be
27 admissible in this Action and shall not be used against or to the prejudice of
28 Defendants or against or to the prejudice of Lead Plaintiff, in any court filing,

1 deposition, at trial, or otherwise, and any judgment or order entered by the Court in
2 accordance with the terms of this Stipulation, including any order or judgment
3 certifying the Settlement Class, shall be treated as vacated *nunc pro tunc*.

4 48. In the event the Settlement is terminated or fails to become effective
5 for any reason, any portion of the Settlement Amount previously paid and any
6 attorneys' fees that have been advanced or paid to Lead Counsel in accordance
7 with ¶¶13–15, together with any earnings thereon, less any Taxes paid or due, less
8 Notice and Administration Expenses actually incurred and paid or payable from
9 the Settlement Amount, shall be returned to those who funded the Settlement
10 Amount within twenty (20) business days after written notification of such event in
11 accordance with instructions provided by Defendants' Counsel to Lead Counsel.
12 At the request of Defendants' Counsel, the Escrow Agent or its designees shall
13 apply for any tax refund owed on the amounts in the Escrow Account and pay the
14 proceeds, after any deduction of any fees or expenses incurred in connection with
15 such application(s), of such refund to those who funded the Settlement Amount or
16 as otherwise directed.

17
18 **NO ADMISSION**

19 49. Except as set forth in ¶50 below, this Stipulation, whether or not
20 consummated, and whether or not approved by the Court, and any discussion,
21 negotiation, proceeding, or agreement relating to the Stipulation, the Settlement,
22 and any matter arising in connection with settlement discussions or negotiations,
23 proceedings, or agreements, shall not be offered or received against or to the
24 prejudice of any of the Parties or their respective counsel, for any purpose other
25 than in an action to enforce the terms hereof, and in particular:

26 (a) do not constitute, and shall not be offered or received against or
27 to the prejudice of any of the Defendants or the Released Defendant Parties as
28 evidence of, or construed as, or deemed to be evidence of any presumption,

1 concession, or admission by any of the Defendants or the Released Defendant
2 Parties with respect to the truth of any allegation by Lead Plaintiff and the
3 Settlement Class, or the validity of any claim that has been or could have been
4 asserted in the Action or in any litigation, including but not limited to the Released
5 Claims, or of any liability, damages, negligence, fault or wrongdoing of
6 Defendants or any person or entity whatsoever;

7 (b) do not constitute, and shall not be offered or received against or
8 to the prejudice of any of the Defendants or the Released Defendant Parties as
9 evidence of a presumption, concession, or admission of any fault,
10 misrepresentation, or omission with respect to any statement or written document
11 approved or made by any of the Defendants, or against or to the prejudice of Lead
12 Plaintiff, or any other member of the Settlement Class, as evidence of any infirmity
13 in the claims of Lead Plaintiff, or the other members of the Settlement Class;

14 (c) do not constitute, and shall not be offered or received against or
15 to the prejudice of any of the Defendants or the Released Defendant Parties, Lead
16 Plaintiff, any other member of the Settlement Class, or their respective counsel, as
17 evidence of a presumption, concession, or admission with respect to any liability,
18 damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for
19 any other reason against or to the prejudice of any of the Defendants or the
20 Released Defendant Parties, Lead Plaintiff, other members of the Settlement Class,
21 or their respective counsel, in any other civil, criminal, or administrative action or
22 proceeding, other than such proceedings as may be necessary to effectuate the
23 provisions of this Stipulation;

24 (d) do not constitute, and shall not be construed against any of the
25 Defendants or the Released Defendant Parties, Lead Plaintiff, or any other member
26 of the Settlement Class, as an admission or concession that the consideration to be
27 given hereunder represents the amount that could be or would have been recovered
28 after trial; and

1 (e) do not constitute, and shall not be construed as or received in
2 evidence as an admission, concession, or presumption against Lead Plaintiff, or
3 any other member of the Settlement Class that any of their claims are without merit
4 or infirm or that damages recoverable under the Complaint would not have
5 exceeded the Settlement Amount.

6 50. Notwithstanding ¶49 above, the Parties, and their respective counsel,
7 may file this Stipulation and/or the Judgment or Alternative Judgment in any
8 action that may be brought against them in order to support a defense or
9 counterclaim based on principles of *res judicata*, collateral estoppel, release,
10 statute of limitations, statute of repose, good-faith settlement, judgment bar or
11 reduction, or any theory of claim preclusion or issue preclusion or similar defense
12 or counterclaim, or to effectuate any liability protection granted them under any
13 applicable insurance policy. The Parties may file this Stipulation and/or the
14 Judgment or Alternative Judgment in any action that may be brought to enforce the
15 terms of this Stipulation and/or the Judgment or Alternative Judgment. All Parties
16 submit to the jurisdiction of the Court for purposes of implementing and enforcing
17 the Settlement.

18 **MISCELLANEOUS PROVISIONS**

19
20 51. All of the exhibits to the Stipulation, except any plan of allocation to
21 the extent incorporated in those exhibits, and the Supplemental Agreement are
22 material and integral parts hereof and are fully incorporated herein by this
23 reference.

24 52. The Parties intend the Settlement to be the full, final, and complete
25 resolution of all claims asserted or that could have been asserted by the Parties
26 with respect to the Released Claims and Released Defendants' Claims.
27 Accordingly, the Parties agree not to assert in any forum that the Action was
28 brought, prosecuted, or defended in bad faith or without a reasonable basis. The

1 Parties shall not assert or pursue any action alleging that any other Party or its
2 counsel has violated Rule 11 of the Federal Rules of Civil Procedure in connection
3 with the maintenance, prosecution, defense, and settlement of the Action and shall
4 not make any application for sanctions, pursuant to Rule 11 or other court rule or
5 statute, with respect to any claim or defense in this Action. The Parties agree that
6 the amount paid and the other terms of the Settlement were negotiated at arm's-
7 length and in good faith by the Parties and their respective counsel and reflect a
8 settlement that was reached voluntarily based upon adequate information and after
9 consultation with experienced legal counsel.

10 53. This Stipulation, along with its exhibits and the Supplemental
11 Agreement may not be modified or amended, nor may any of its provisions be
12 waived, except by a writing signed by counsel for the Parties hereto, or their
13 successors.

14 54. The headings herein are used for the purpose of convenience only and
15 are not meant to have legal effect.

16 55. The administration and consummation of the Settlement as embodied
17 in this Stipulation shall be under the authority of the Court, and the Court shall
18 retain jurisdiction for the purpose of entering orders providing for awards of
19 attorneys' fees and any expenses, and implementing and enforcing the terms of this
20 Stipulation.

21 56. Any failure by one Party to insist on the strict performance by any
22 other party of any provision of this Stipulation shall not be deemed a waiver of any
23 other prior or subsequent breach of this Stipulation.

24 57. This Stipulation, its exhibits, and the Supplemental Agreement
25 constitute the entire agreement among the Parties concerning the Settlement as
26 against the Defendants, and no representation, warranty, or inducement has been
27 made by any Party concerning this Stipulation and its exhibits other than those
28 contained and memorialized in such documents.

1 58. Nothing in the Stipulation, or the negotiations relating thereto, is
2 intended to or shall be deemed to constitute a waiver of any applicable privilege or
3 immunity, including, without limitation, attorney-client privilege, joint defense
4 privilege, or work product protection.

5 59. Without further order of the Court, the Parties may agree to
6 reasonable extensions of time to carry out any of the provisions of this Stipulation.

7 60. All agreements by, between, or among the Parties and their counsel as
8 to the confidentiality of information exchanged between or among them shall
9 remain in in full force and effect and any designations made, or orders entered,
10 during the course of the Action relating to the confidentiality of documents or
11 information shall survive the execution and any termination of this Stipulation and
12 the final consummation of the Settlement, if finally consummated, without regard
13 to any of the conditions of the Settlement.

14 61. This Stipulation may be executed in one or more counterparts. All
15 executed counterparts and each of them shall be deemed to be one and the same
16 instrument. Signatures sent by facsimile or via e-mail in pdf format shall be
17 deemed originals.

18 62. This Stipulation shall be binding when signed, but the Settlement shall
19 be effective upon the entry of the Judgment or Alternative Judgment and the
20 payment in full of the Settlement Amount, subject only to the condition that the
21 Effective Date will have occurred.

22 63. This Stipulation shall be binding upon, and inure to the benefit of, the
23 successors and assigns of the Parties.

24 64. The construction, interpretation, operation, effect, and validity of this
25 Stipulation, and all documents necessary to effectuate it, shall be governed by the
26 laws of the State of California without regard to conflicts of laws, except to the
27 extent that federal law requires that federal law govern.
28

1 65. This Stipulation shall not be construed more strictly against one Party
2 than another merely by virtue of the fact that it, or any part of it, may have been
3 prepared by counsel for one of the Parties, it being recognized that it is the result of
4 arm's-length negotiations among the Parties, and all Parties have contributed
5 substantially and materially to the preparation of this Stipulation.

6 66. All counsel and any other person executing this Stipulation and any of
7 the exhibits hereto, or any related Settlement document, warrant and represent that
8 they have the full authority to do so, and that they have the authority to take
9 appropriate action required or permitted to be taken pursuant to the Stipulation to
10 effectuate its terms.

11 67. The Parties agree that except as expressly provided herein, or as may
12 otherwise be required by law, in response to any media inquiry regarding the fact
13 of settlement or the terms of the Settlement, or regarding the amount of any
14 payments made or claims released pursuant to the Settlement, the Parties shall state
15 only that the matter was resolved through settlement and shall provide no further
16 comment, explanation, or description of the Settlement, other than what is set forth
17 herein and a statement that the Settlement is in the best interests of the Parties.

18 68. The Parties and their respective counsel agree to cooperate fully with
19 one another in promptly applying for preliminary approval by the Court of the
20 Settlement and for the scheduling of a hearing for consideration of Final approval
21 of the Settlement and Lead Counsel's Fee and Expense Application, and to agree
22 promptly upon and execute all such other documentation as reasonably may be
23 required to obtain Final approval by the Court of the Settlement.

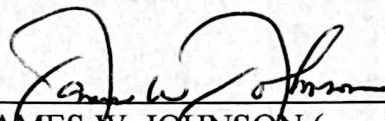
24 69. If any disputes arise out of the finalization of the settlement
25 documentation or the Settlement itself prior to joint submission to the Court of the
26 application for preliminary approval of the Settlement as set forth in ¶35 above,
27 those disputes will be resolved by the Mediator first by way of expedited
28

1 telephonic mediation and if unsuccessful, then by way of final, binding, non-
2 appealable dispute resolution.

3 70. Except as otherwise provided herein, each Party shall bear its own
4 costs.

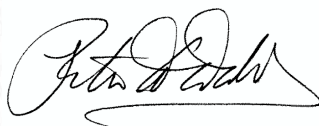
5 **IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be
6 executed, by their duly authorized attorneys, as of April 20, 2020.

7
8 **LABATON SUCHAROW LLP**

9
10 By: 
11 JAMES W. JOHNSON (*pro hac vice*)
12 MICHAEL H. ROGERS (*pro hac vice*)
13 IRINA VASILCHENKO (*pro hac vice*)
14 JAMES T. CHRISTIE (*pro hac vice*)
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21 mrogers@labaton.com
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25 *Attorneys for Lead Plaintiff and the*
26 *Settlement Class*

27 **LATHAM & WATKINS LLP**

28 By: 
PETER A. WALD (85705)
CHRISTOPHER TURNER (*pro hac vice*)
505 Montgomery Street, Suite 2000

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San Francisco, California 94111
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peter.wald@lw.com
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*Attorneys for Daimler AG, Dieter Zetsche,
Bodo Uebber and Thomas Weber*

Exhibit A

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VANCOUVER ALUMNI ASSET
HOLDINGS INC., Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

DAIMLER AG, DIETER ZETSCHE,
BODO UEBBER, and THOMAS
WEBER,

Defendants.

Master File No. 16-cv-02942-DSF-KS

Judge: Hon. Dale S. Fischer

MARIA MUNRO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

DAIMLER AG, DIETER ZETSCHE,
BODO UEBBER, and THOMAS
WEBER,

Defendants.

Case No. 16-cv-03412-DSF-KS

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
APPROVING FORM AND MANNER
OF NOTICE, AND SETTING DATE
FOR HEARING ON FINAL
APPROVAL OF SETTLEMENT**

1 WHEREAS, as of April 20, 2020, Lead Plaintiff Public School Retirement
2 System of the School District of Kansas City, Missouri (“Lead Plaintiff” or
3 “Kansas City”), on behalf of itself and all other members of the proposed
4 Settlement Class (defined below), on the one hand, and Daimler AG (“Daimler” or
5 the “Company”), Dieter Zetsche, Bodo Uebber, and Thomas Weber (collectively,
6 “Defendants”), on the other, entered into a Stipulation and Agreement of
7 Settlement (the “Stipulation”) in the above-titled litigation (the “Action”), which is
8 subject to review under Rule 23 of the Federal Rules of Civil Procedure, and
9 which, together with the exhibits thereto, sets forth the terms and conditions of the
10 proposed settlement of the Action and the claims alleged in the Consolidated Class
11 Action Complaint for Violations of the Federal Securities Laws, filed on October
12 11, 2016, on the merits and with prejudice (the “Settlement”); and

13 WHEREAS, the Court has reviewed and considered the Stipulation and the
14 accompanying exhibits; and

15 WHEREAS, the Parties to the Stipulation have consented to the entry of this
16 order; and

17 WHEREAS, all capitalized terms used in this order that are not otherwise
18 defined herein have the meanings defined in the Stipulation;

19 NOW, THEREFORE, IT IS HEREBY ORDERED, this _____ day of
20 _____, 2020 that:

21 1. The Court has reviewed the Stipulation and preliminarily finds,
22 pursuant to Fed. R. Civ. P. 23(e)(1), that the Court will likely be able to approve
23 the proposed Settlement as fair, reasonable, and adequate under Federal Rule of
24 Civil Procedure 23(e)(2), subject to further consideration at the Settlement
25 Hearing described below.

26 2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil
27 Procedure, the Court hereby preliminarily certifies, for the purposes of the
28 Settlement only, the Settlement Class of: all persons and entities that purchased or

1 otherwise acquired Daimler American Depositary Receipts and/or Global
2 Registered Shares, in the United States, during the period from February 22, 2012
3 through April 21, 2016, inclusive (the “Class Period”), and were allegedly
4 damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) the
5 Immediate Family Members of the Individual Defendants; (iii) any person who
6 was an officer or director of Daimler during the Class Period; (iv) any firm or
7 entity in which any Defendant has or had a controlling interest; (v) the parents,
8 subsidiaries, and affiliates of Daimler; and (vi) the legal representatives, heirs,
9 beneficiaries, successors, and assigns of any excluded person or entity, in their
10 respective capacities as such. Settlement Class Members who properly exclude
11 themselves from the Settlement Class by submitting a valid and timely request for
12 exclusion in accordance with the requirements set forth below and in the Notice
13 will also be excluded.

14 3. The Court finds and preliminarily concludes that the prerequisites of
15 class action certification under Rules 23(a) and 23(b)(3) of the Federal Rules of
16 Civil Procedures have been satisfied for the Settlement Class defined herein and
17 for the purposes of the Settlement only, in that:

18 (a) the members of the Settlement Class are so numerous that
19 joinder of all Settlement Class Members is impracticable;

20 (b) there are questions of law and fact common to the Settlement
21 Class Members;

22 (c) the claims of Lead Plaintiff are typical of the Settlement
23 Class’s claims;

24 (d) Lead Plaintiff and Lead Counsel have fairly and adequately
25 represented and protected the interests of the Settlement Class;

26 (e) the questions of law and fact common to Settlement Class
27 Members predominate over any individual questions; and
28

1 (f) a class action is superior to other available methods for the fair
2 and efficient adjudication of the controversy, considering that the claims of
3 Settlement Class Members in the Action are substantially similar and would, if
4 tried, involve substantially identical proofs and may therefore be efficiently
5 litigated and resolved on an aggregate basis as a class action; the amounts of the
6 claims of many of the Settlement Class Members are too small to justify the
7 expense of individual actions; and it does not appear that there is significant
8 interest among Settlement Class Members in individually controlling the litigation
9 of their claims.

10 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for
11 the purposes of the Settlement only, Kansas City is preliminarily certified as Class
12 Representative for the Settlement Class. The law firm of Labaton Sucharow LLP
13 is preliminarily appointed Class Counsel for the Settlement Class and Glancy
14 Prongay & Murray LLP is preliminarily appointed Liaison Counsel for the
15 Settlement Class.

16 5. A hearing (the “Settlement Hearing”), pursuant to Rule 23(e) of the
17 Federal Rules of Civil Procedure, is hereby scheduled to be held on
18 _____, 2020 at _____.m. before the Honorable Dale S.
19 Fischer, either in person or telephonically at the Court’s discretion, in Courtroom
20 7D of the United States District Court for the Central District of California, First
21 Street Courthouse, 350 West 1st Street, Los Angeles, California, for the following
22 purposes:

23 (a) to determine whether the proposed Settlement is fair,
24 reasonable and adequate, and should be approved by the Court;

25 (b) to determine whether the proposed Final Order and Judgment
26 (“Judgment”) as provided under the Stipulation should be entered, and to
27 determine whether the release by the Settlement Class of the Released Claims, as
28 set forth in the Stipulation, should be provided to the Released Defendant Parties;

1 (c) to determine, for purposes of the Settlement only, whether the
2 Settlement Class should be finally certified; whether Lead Plaintiff should be
3 finally certified as Class Representative for the Settlement Class; and whether the
4 law firm of Labaton Sucharow LLP should be finally appointed as Class Counsel
5 for the Settlement Class and Glancy Prongay & Murray LLP as Liaison Counsel
6 for the Settlement Class;

7 (d) to determine whether the proposed Plan of Allocation for the
8 proceeds of the Settlement is fair and reasonable and should be approved by the
9 Court;

10 (e) to consider Lead Counsel's application for an award of
11 attorneys' fees and expenses (which may include an application for an award to
12 Lead Plaintiff for reimbursement of its reasonable costs and expenses directly
13 related to its representation of the Settlement Class, pursuant to the Private
14 Securities Litigation Reform Act of 1995 ("PSLRA")); and

15 (f) to rule upon such other matters as the Court may deem
16 appropriate.

17 6. The Court reserves the right to approve the Settlement with or
18 without modification and with or without further notice to the Settlement Class of
19 any kind. The Court further reserves the right to enter the Judgment approving the
20 Settlement regardless of whether it will approve the proposed Plan of Allocation
21 or award attorneys' fees and/or expenses. The Court may also adjourn the
22 Settlement Hearing, decide to hold the hearing telephonically, or modify any of
23 the dates herein without further individual notice to members of the Settlement
24 Class. Any such changes shall be posted on the website of the Claims
25 Administrator.

26 7. The Court approves the form, substance and requirements of the
27 Notice of Pendency of Class Action, Proposed Settlement, and Motion for
28 Attorneys' Fees and Expenses (the "Notice") and the Proof of Claim and Release

form (“Claim Form”), substantially in the forms annexed hereto as Exhibits 1 and 2, respectively.

8. The Court approves the retention of A.B. Data, Ltd. (“A.B. Data”) as the Claims Administrator. The Claims Administrator shall cause the Notice and the Claim Form, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order (“Notice Date”), to all Settlement Class Members who can be identified with reasonable effort. Daimler, to the extent it has not already done so, shall use reasonable efforts to obtain and provide to Lead Counsel, or the Claims Administrator, a list in electronic searchable form, such as Excel, of the names and addresses of record purchasers of Daimler American Depositary Receipts and/or Global Registered Shares, in the United States, during the Class Period no later than ten (10) calendar days after entry of this Preliminary Approval Order.

9. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased or otherwise acquired Daimler American Depositary Receipts and/or Global Registered Shares, in the United States, during the Class Period as record owners but not as beneficial owners.

(a) Such nominees SHALL EITHER: (i) WITHIN TEN (10) CALENDAR DAYS of receipt of the Notice, request from the Claims Administrator sufficient copies of the Notice to forward to all such beneficial owners and WITHIN TEN (10) CALENDAR DAYS of receipt of those Notices from the Claims Administrator forward them to all such beneficial owners; or (ii) WITHIN TEN (10) CALENDAR DAYS of receipt of the Notice, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator and the Claims Administrator is ordered to send the Notice promptly to such identified beneficial owners.

1 (b) Nominees shall also provide email addresses for all such
2 beneficial owners to the Claims Administrator, to the extent they are available.

3 (c) Nominees who elect to send the Notice to their beneficial
4 owners SHALL ALSO send a statement to the Claims Administrator confirming
5 that the mailing was made and shall retain their mailing records for use in
6 connection with any further notices that may be provided in the Action.

7 (d) Upon full and timely compliance with these directions, such
8 nominees may seek reimbursement of their reasonable out-of-pocket expenses
9 actually incurred by providing the Claims Administrator with proper
10 documentation supporting the expenses for which reimbursement is sought. The
11 Claims Administrator shall, if requested, reimburse nominees out of the Settlement
12 Fund solely for their reasonable out-of-pocket expenses incurred in providing
13 notice to beneficial owners in an amount not to exceed \$0.20, plus postage at the
14 current pre-sort rate used by the Claims Administrator, per Notice Packet mailed;
15 or \$0.10 per name/ mailing address/ email address (to the extent available) provided
16 to the Claims Administrator. Any disputes as to the reasonableness or
17 documentation of expenses incurred will be subject to review by the Court.

18 10. Lead Counsel shall, no later than thirty-five (35) calendar days before
19 the Settlement Hearing, file with the Court proof of mailing of the Notice and
20 Proof of Claim.

21 11. The Court approves the form of the Summary Notice of Pendency of
22 Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses
23 ("Summary Notice") substantially in the form annexed hereto as Exhibit 3, and
24 directs that Lead Counsel shall cause the Summary Notice to be published in *The*
25 *Wall Street Journal* and be transmitted over *PR Newswire* within fourteen (14)
26 calendar days of the Notice Date. Lead Counsel shall, at or before the Settlement
27 Hearing, file with the Court proof of publication of the Summary Notice.

1 12. The form and content of the notice program described herein, and the
2 methods set forth herein of notifying the Settlement Class of the Settlement and its
3 terms and conditions, meet the requirements of Rule 23 of the Federal Rules of
4 Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15
5 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, and due process; constitute the
6 best notice practicable under the circumstances; and shall constitute due and
7 sufficient notice to all persons and entities entitled thereto.

8 13. In order to be eligible to receive a distribution from the Net
9 Settlement Fund, in the event the Settlement is effected in accordance with the
10 terms and conditions set forth in the Stipulation, each claimant shall take the
11 following actions and be subject to the following conditions:

12 (a) A properly executed Claim Form, substantially in the form
13 annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, as
14 directed in the Notice, no later than seven (7) calendar days before the Settlement
15 Hearing. Such deadline may be further extended by Court order or by Lead
16 Counsel in their discretion. Each Claim Form shall be deemed to have been
17 submitted when postmarked (if properly addressed and mailed by first-class or
18 overnight mail, postage prepaid). Any Claim Form submitted in any other
19 manner, including online using the web-page for the Settlement, shall be deemed
20 to have been submitted when it was actually received by the Claims
21 Administrator. Any Settlement Class Member who does not timely submit a
22 Claim Form within the time provided for shall be barred from sharing in the
23 distribution of the Net Settlement Fund, unless otherwise ordered by the Court or
24 allowed by Lead Counsel, but shall remain bound by all determinations and
25 judgments in this Action concerning the Settlement, as provided by paragraph 15
26 of this order.

27 (b) The Claim Form submitted by each claimant must satisfy the
28 following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it

1 must be properly completed, signed and submitted in a timely manner in
2 accordance with the provisions of the preceding subparagraph; (ii) it must be
3 accompanied by adequate supporting documentation for the transactions reported
4 therein, in the form of broker confirmation slips, broker account statements, an
5 authorized statement from the broker containing the transactional information
6 found in a broker confirmation slip, or such other documentation as is deemed
7 adequate by the Claims Administrator and/or Lead Counsel; (iii) if the person
8 executing the Claim Form is acting in a representative capacity, a certification of
9 his or her current authority to act on behalf of the claimant must be included in the
10 Claim Form; and (iv) the Claim Form must be complete and contain no material
11 deletions or modifications of any of the printed matter contained therein and must
12 be signed under penalty of perjury.

13 (c) As part of the Claim Form, each claimant shall submit to the
14 jurisdiction of the Court with respect to the claim submitted.

15 14. Any Settlement Class Member may enter an appearance in this
16 Action, at his, her or its own expense, individually or through counsel of his, her
17 or its own choice. If any Settlement Class Member does not enter an appearance,
18 he, she or it will be represented by Lead Counsel.

19 15. Settlement Class Members shall be bound by all orders,
20 determinations and judgments in this Action concerning the Settlement, whether
21 favorable or unfavorable, unless such Persons request exclusion from the
22 Settlement Class in a timely and proper manner, as hereinafter provided. A
23 putative Settlement Class Member wishing to make such an exclusion request
24 shall mail the request in written form by first-class mail to the Claims
25 Administrator at the address designated in the Notice for such exclusions, such
26 that it is received no later than twenty-one (21) calendar days prior to the
27 Settlement Hearing. Such request for exclusion must state the name, address, e-
28 mail, and telephone number of the Person seeking exclusion, must state that the

1 sender requests to be “excluded from the Settlement Class in *Vancouver Alumni*
2 *Asset Holdings, Inc. v. Daimler AG, et al.*, No. 16-cv-02942-DSF (C.D. Cal.)” and
3 must be signed by such Person or an authorized representative. Such Persons
4 requesting exclusion are directed to: (i) state the name, address, e-mail, and
5 telephone number of the person or entity requesting exclusion; (ii) state the
6 number of Daimler American Depositary Receipts and/or Global Registered
7 Shares the person or entity purchased or acquired in the United States during the
8 Class Period, as well as the dates and prices of each such purchase or acquisition;
9 and (iii) state the dates, number, and prices of shares of Daimler American
10 Depositary Receipts and/or Global Registered Shares sold during the Class Period.
11 The request for exclusion shall not be effective unless it provides the required
12 information and is made within the time stated above, or the exclusion is otherwise
13 accepted by the Court.

14 16. Putative Settlement Class Members requesting exclusion from the
15 Settlement Class shall not be eligible to receive any payment out of the Net
16 Settlement Fund as described in the Stipulation and Notice.

17 17. The Court will consider any Settlement Class Member’s objection to,
18 or comment concerning, the Settlement, the Plan of Allocation, and/or the
19 application for an award of attorneys’ fees or expenses only if such Settlement
20 Class Member has served by hand or by mail his, her or its written objection (or
21 comment) and supporting papers, such that they are received on or before twenty-
22 one (21) calendar days before the Settlement Hearing, upon Lead Counsel: James
23 W. Johnson, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005 and
24 Defendants’ Counsel: Christopher S. Turner, Latham & Watkins LLP, 555
25 Eleventh Street, NW, Suite 1000, Washington, D.C. 20004. Any Settlement
26 Class Member who does not make his, her, or its objection in the manner provided
27 for in the Notice shall be deemed to have waived such objection and shall forever
28 be foreclosed from making any objection to any aspect of the Settlement, to the

1 Plan of Allocation, or to the request for attorneys' fees and expenses, unless
2 otherwise ordered by the Court, but shall otherwise be bound by the Judgment to
3 be entered and the releases to be given. Attendance at the hearing is not
4 necessary, however, persons wishing to be heard orally in opposition to, or in
5 favor of, the approval of the Settlement, the Plan of Allocation, and/or the
6 application for an award of attorneys' fees and other expenses are required to
7 indicate in their written objection (or comment) their intention to appear at the
8 hearing. Persons who intend to object to (or comment on) the Settlement, the Plan
9 of Allocation, and/or the application for an award of attorneys' fees and expenses
10 and desire to present evidence at the Settlement Hearing must include in their
11 written objections (or comments) the identity of any witnesses they may call to
12 testify and exhibits they intend to introduce into evidence at the Settlement
13 Hearing.

14 18. Settlement Class Members do not need to appear at the hearing or
15 take any other action to indicate their approval.

16 19. Pending final determination of whether the Settlement should be
17 approved, Lead Plaintiff, all Settlement Class Members, and each of them, and
18 anyone who acts or purports to act on their behalf, shall not institute, commence or
19 prosecute any action which asserts Released Claims against the Released
20 Defendant Parties.

21 20. All papers in support of the Settlement, Plan of Allocation, and Lead
22 Counsel's request for an award of attorneys' fees and expenses, including copies
23 of any objections received, shall be filed with the Court and served on or before
24 thirty-five (35) calendar days prior to the date set herein for the Settlement
25 Hearing. If reply papers are necessary, they are to be filed with the Court and
26 served no later than seven (7) calendar days prior to the Settlement Hearing.

27 21. The passage of title and ownership of the Settlement Fund to the
28 Escrow Agent in accordance with the terms and obligations of the Stipulation is

1 approved. No person who is not a Settlement Class Member or Lead Counsel
2 shall have any right to any portion of, or to any distribution of, the Net Settlement
3 Fund unless otherwise ordered by the Court or otherwise provided in the
4 Stipulation.

5 22. All funds held in escrow shall be deemed and considered to be in
6 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court
7 until such time as such funds shall be disbursed pursuant to the Stipulation and/or
8 further order of the Court.

9 23. Neither Defendants nor their counsel shall have any responsibility for
10 the Plan of Allocation or any application for attorney's fees or expenses submitted
11 by Plaintiffs' Counsel or Lead Plaintiff.

12 24. If the Settlement fails to become effective as defined in the
13 Stipulation or is terminated, then both the Stipulation, including any amendment(s)
14 thereof, except as expressly provided in the Stipulation, and this Preliminary
15 Approval Order shall be null and void, of no further force or effect, and without
16 prejudice to any Party, and may not be introduced as evidence or used in any
17 actions or proceedings by any person or entity against the Parties, and the Parties
18 shall be deemed to have reverted to their respective litigation positions in the
19 Action as of December 19, 2019.

20 DATED this _____ day of _____, 2020
21

22 BY THE COURT:
23

24 _____
25 Honorable Dale S. Fischer
26 UNITED STATES DISTRICT JUDGE
27
28

Exhibit A-1

1 GLANCY PRONGAY &
2 MURRAY LLP
3 JOSHUA L. CROWELL (295411)
4 1925 Century Park East
5 Suite 2100
6 Los Angeles, CA 90067
7 Telephone: (310) 201-9150
8 Facsimile: (310) 432-1495
9 jcrowell@glancylaw.com

*Liaison Counsel for Lead Plaintiff the
Public School Retirement System of the
School District of Kansas City,
Missouri and Liaison Counsel
for the Proposed Class*

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JAMES W. JOHNSON (*pro hac vice*)
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*Attorneys for Lead Plaintiff the Public
School Retirement System of the
School District of Kansas City,
Missouri and Lead Counsel
for the Proposed Class*

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 VANCOUVER ALUMNI ASSET
15 HOLDINGS INC., Individually and on
16 Behalf of All Others Similarly Situated,

17 Plaintiffs,

18 v.

19 DAIMLER AG, DIETER ZETSCHE,
20 BODO UEBBER, and THOMAS
21 WEBER,

22 Defendants.

23 MARIA MUNRO, Individually and on
24 Behalf of All Others Similarly Situated,

25 Plaintiffs,

26 v.

27 DAIMLER AG, DIETER ZETSCHE,
28 BODO UEBBER, and THOMAS
WEBER,

Defendants.

Case No. 16-cv-02942-DSF-KS

Judge: Hon. Dale S. Fischer

Case No. 16-cv-03412-DSF-KS

**NOTICE OF PENDENCY OF
CLASS ACTION, PROPOSED
SETTLEMENT, AND MOTION
FOR ATTORNEYS' FEES AND
EXPENSES**

If you purchased or otherwise acquired Daimler American Depository Receipts and/or Global Registered Shares, in the United States, during the period from February 22, 2012 through April 21, 2016, inclusive (the “Class Period”), you may be entitled to a payment from a class action settlement.

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

- The purpose of this Notice is to inform you of the pendency of this securities class action (the “Action”), the proposed settlement of the Action (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) Lead Counsel’s application for attorneys’ fees and expenses. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.¹
- If approved by the Court, the proposed Settlement will create a \$19,000,000 settlement fund, plus accrued interest, if any, for the benefit of eligible Settlement Class Members, less any attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes.
- The Settlement resolves claims by Public School Retirement System of the School District of Kansas City, Missouri (“Kansas City” or “Lead Plaintiff”) that have been asserted on behalf of the proposed Settlement Class against Daimler AG (“Daimler” or the “Company”) and Dieter Zetsche, Bodo Uebber, and Thomas Weber (collectively, the “Individual Defendants,” and with the Company, “Defendants”).

**If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act.
Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY _____,	The <u>only</u> way to get a payment. See Question 8 below for details.

¹ All capitalized terms not otherwise defined in this notice shall have the meaning provided in the Stipulation and Agreement of Settlement, dated as of _____ (the “Stipulation”).

2020	
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY _____, 2020	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. See Question 11 below for details.
OBJECT BY _____, 2020	Write to the Parties about why you do not like the Settlement, the Plan of Allocation, or the Fee and Expense Application. If you object, you will still be a member of the Settlement Class. See Question 14 below for details.
GO TO A HEARING ON _____, 2020, FILE A NOTICE OF INTENTION TO APPEAR BY _____, 2020	Attend the Settlement Hearing about the Settlement, ask to speak in Court. See Question 18 below for details.
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 to all Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of the Settlement Class’s Recovery

1. Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a payment of \$19,000,000 (the “Settlement Amount”), which will be deposited into an Escrow Account, which may earn interest (the “Settlement Fund”). The Net Settlement Fund (as defined below) will be distributed to Settlement Class Members according to the

1 Court-approved plan of allocation (the “Plan of Allocation” or “Plan”). The
2 proposed Plan of Allocation is set forth on pages ___-___ below.

3 **Estimate of Average Amount of Recovery Per Share**

4 2. Based on Lead Plaintiff’s consulting damages expert’s estimate of the
5 number of Daimler American Depository Receipts and Global Registered Shares
6 eligible to participate in the Settlement, and assuming that all investors eligible to
7 participate do so, Lead Plaintiff estimates that the average recovery would be
8 approximately \$0.68 per allegedly damaged share (before deduction of any Court-
9 approved fees and expenses, such as attorneys’ fees and expenses, Taxes, and
10 Notice and Administration Expenses), and approximately \$0.47 per allegedly
11 damaged share after the deduction of the attorneys’ fees and expenses discussed
12 below.² **Please note, however, that these average recovery amounts are only**
13 **estimates and Settlement Class Members may recover more or less than these**
14 **estimated amounts.** An individual Settlement Class Member’s actual recovery
15 will depend on numerous factors. These factors are fully explained in the Plan of
16 Allocation beginning on page ___. Please refer to the Plan for information on the
17 calculation of your Recognized Loss (defined below).

18
19 **Statement of Potential Outcome of Case if the Action**
20 **Continued to be Litigated**

21 3. The Parties disagree about both liability and damages and do not
22 agree on the damages that would be recoverable if Lead Plaintiff were to prevail
23 on each claim asserted against Defendants. The issues on which the Parties
24 disagree include, for example: (i) whether Defendants made any statements or

25 _____
26 ² An allegedly damaged share might have been traded, and potentially
27 damaged, more than once during the Class Period, and the average recovery
28 indicated above represents the estimated average recovery for each share that
allegedly incurred damages.

omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) whether any such allegedly materially false or misleading statements or omissions were made with the required level of intent or recklessness; (iii) the amounts by which the prices of Daimler securities were allegedly artificially inflated, if at all, during the Class Period; and (iv) the extent to which factors such as general market, economic and industry conditions influenced the trading prices of Daimler securities during the Class Period.

4. Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' actions. While Lead Plaintiff believes it has meritorious claims, it recognizes that there are significant obstacles in the way to recovery.

Statement of Attorneys' Fees and Expenses Sought

5. Lead Counsel, on behalf of itself and all Plaintiffs' Counsel, will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 30% of the Settlement Fund, which may include accrued interest. Lead Counsel will also apply for payment of litigation expenses incurred by Plaintiffs' Counsel in prosecuting the Action in an amount not to exceed \$300,000, plus accrued interest, if any, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses (including lost wages) of Lead Plaintiff directly related to its representation of the Settlement Class. If the Court approves Lead Counsel's Fee and Expense Application, the average amount of fees and expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately \$0.21 per allegedly damaged share. A copy of the Fee and

Expense Application will be posted on www._____.com after it has been filed with the Court.

Reasons for the Settlement

6. For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint; the risk that the Court may grant some or all of the anticipated motions to be filed by Defendants; the risks of litigation, especially in complex securities actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals). For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, the principal reason for entering into the Settlement is to end the burden, expense, uncertainty, and risk of further litigation.

Identification of Attorneys' Representatives

7. Lead Plaintiff and the Settlement Class are represented by Lead Counsel, James W. Johnson, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com.

8. Further information regarding this Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: c/o _____, (_____) ____-____, www.____.com; or Lead Counsel.

Please Do Not Call or Write the Court About the Settlement.

[END OF PSLRA COVER PAGE]

BASIC INFORMATION

1. Why did I get this Notice?

9. You or someone in your family, or an investment account for which you serve as a custodian, may have purchased or otherwise acquired Daimler American Depository Receipts and/or Global Registered Shares in the United States during the Class Period, and may be a Settlement Class Member. This Notice explains the Action, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. See Question 8 below.

10. The Court directed that this Notice be sent to Settlement Class Members to inform them of the terms of the proposed Settlement, and about all of their options, before the Court decides whether to approve the Settlement at the upcoming hearing to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Lead Counsel's Fee and Expense Application (the "Settlement Hearing").

11. The Court in charge of the Action is the United States District Court for the Central District of California, and the case is known as *Vancouver Alumni Asset Holdings, Inc. v. Daimler AG*, No. 2:16-cv-02942-DSF-KS. At the time this Notice is issued, the Action is assigned to the Honorable Dale S. Fischer, United States District Judge.

2. What is this case about?

12. Daimler and certain of its subsidiaries develop, manufacture, distribute, and sell cars, vans, trucks, and buses in various jurisdictions. The Action arises out of Defendants' allegedly false and misleading representations and omissions regarding Daimler's diesel car and van emissions control systems,

1 known as BlueTEC. Lead Plaintiff alleged that Daimler consistently claimed,
2 throughout the Class Period, that, for example, its BlueTEC passenger and light-
3 duty vehicle offerings were “the cleanest diesel cars in the world.” Lead Plaintiff
4 alleged, however, that numerous independent tests performed by regulatory
5 agencies and non-governmental organizations demonstrated that under typical
6 driving conditions Daimler’s vehicles significantly exceeded the maximum nitrous
7 oxide emissions (“NOx”) levels set by U.S. and European regulators. Defendants
8 denied that the Company used a “defeat device” designed to meet regulatory
9 emissions requirements in a testing environment.

10 13. On April 21, 2016, the Company announced that the U.S. Department
11 of Justice (“DOJ”) had requested that it conduct an internal investigation
12 concerning its exhaust emissions in the United States. On April 22, 2016, it was
13 allegedly reported that Daimler was recalling 247,000 vehicles in Germany to fix
14 emissions issues.

15 14. As a result of Defendants’ alleged misrepresentations and omissions,
16 certain Daimler securities allegedly traded at artificially inflated prices during the
17 Class Period.

18 15. Beginning in April 2016, two securities class action complaints were
19 filed in the United States District Court for the Central District of California on
20 behalf of investors in Daimler. The actions were consolidated by an Order dated
21 July 20, 2016. By the same Order, the Court appointed Kansas City as Lead
22 Plaintiff, pursuant to the PSLRA, and approved Lead Plaintiff’s selection of
23 Labaton Sucharow LLP as Lead Counsel and Glancy Prongay & Murray as
24 Liaison Counsel.

25 16. On October 11, 2016, Lead Plaintiff filed the Consolidated Class
26 Action Complaint for Violations of the Federal Securities Laws (the “Complaint”).
27 The Complaint alleged violations of §§ 10(b) and 20(a) of the Securities Exchange

1 Act of 1934 (“Exchange Act”) and Rule 10b-5 promulgated thereunder by the U.S.
2 Securities and Exchange Commission (“SEC”) on behalf of a class of all
3 purchasers of Daimler’s American Depositary Receipts from February 22, 2012
4 through April 21, 2016, inclusive. On January 20, 2017, Defendants filed a
5 motion to dismiss the Complaint for lack of personal jurisdiction pursuant to
6 Federal Rule of Civil Procedure 12(b)(2) as well as a motion to dismiss pursuant to
7 Rule 12(b)(6). Lead Plaintiff opposed both motions on March 20, 2017. On April
8 3, 2017, Defendants filed reply briefs in further support of their motions.

9 17. On May 31, 2019, the Court entered an order denying Defendants’
10 motion to dismiss for personal jurisdiction and granting in part, and denying in
11 part, Defendants’ motion to dismiss for failure to state a claim. In particular, the
12 Court denied Defendants’ Rule 12(b)(6) motion to dismiss under *Morrison v.*
13 *National Australia Bank*, 561 U.S. 247 (2010), finding that the purchases of the
14 Daimler securities at issue were domestic securities transactions and, therefore,
15 subject to Section 10(b) liability; denied Defendants’ motion for failure to
16 sufficiently plead that Defendants’ statements and omissions were false when
17 made; denied Defendants’ motion for failure to plead scienter, except as to
18 Defendant Mercedes-Benz USA, LLC (Daimler’s American subsidiary), which the
19 Court granted in part; and denied the motion to dismiss for failure to adequately
20 plead loss causation.

21 18. In October 2019, Lead Plaintiff and Defendants, through their
22 counsel, conferred about the possibility of reaching a negotiated resolution of the
23 Action and agreed to participate in a mediation under the auspices of the
24 Honorable Daniel Weinstein of JAMS (the “Mediator”), with assistance from
25 Ambassador (ret’d.) David Carden. In advance of the mediation, the Parties held
26 discussions and exchanged information amongst themselves and also submitted
27 detailed mediation statements and exhibits to the Mediator, which addressed issues

of both liability and damages. On December 19, 2019, the Parties met for a full-day mediation with Judge Weinstein and Ambassador Carden. After negotiations, the Parties agreed, in principle, to a settlement in the amount of \$19 million based on the Mediator's recommendation, subject to the negotiation of a mutually acceptable Settlement Term Sheet and long form stipulation of settlement and completion of additional due diligence to confirm the reasonableness of the Settlement. The Settlement Term Sheet was executed by the Parties on February 20, 2020.

19. Lead Plaintiff, through Lead Counsel, has conducted a thorough investigation of the claims, defenses, and underlying events and transactions that are the subject of the Action. This process included analyzing: (i) documents filed publicly by the Company with the SEC; (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning the Company and Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company, including European and domestic emissions regulations, regulatory submissions by Daimler and other auto manufacturers, investigative reports regarding diesel emissions and defeat devices, and engineering analyses; (v) documents produced in response to Freedom of Information Act ("FOIA") requests issued to emissions regulators, including the Environmental Protection Agency ("EPA") and California Air Resources Board ("CARB"); and (vi) the applicable law governing the claims and potential defenses. Lead Counsel identified approximately 103 former Daimler and Mercedes-Benz employees and other persons with relevant knowledge and interviewed 30 of them, and consulted with experts on damages, diesel emissions and regulatory issues.

3. Why is this a class action?

20. In a class action, one or more persons or entities (in this case, Lead Plaintiff), sue on behalf of people and entities that have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Bringing a case, such as this one, as a class action allows the adjudication of many individuals’ similar claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class.

4. What are the reasons for the Settlement?

21. The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement that will end the Action. Lead Plaintiff and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims through trial and appeals, as well as the difficulties in establishing liability and damages. In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

22. Defendants have denied and continue to deny any allegations of wrongdoing contained in the Complaint. The Settlement should not be seen as an admission or concession on the part of Defendants. Defendants have taken into account the burden, expense, uncertainty, distraction, and risks inherent in any litigation and have concluded that it is desirable to settle upon the terms and conditions set forth in the Stipulation.

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

23. The Court preliminarily directed, for the purposes of the proposed Settlement, that everyone who fits the following description is a Settlement Class Member and subject to the Settlement, unless they are an excluded person (see Question 6 below) or take steps to exclude themselves from the Settlement Class (see Question 11 below): ***all persons and entities that purchased or otherwise acquired Daimler American Depository Receipts and/or Global Registered Shares, in the United States, during the period from February 22, 2012 through April 21, 2016, inclusive, and were allegedly damaged thereby.***

24. Receipt of this Notice does not mean that you are a Settlement Class Member. The Parties do not have access to your transactions in Daimler American Depository Receipts and/or Global Registered Shares. Please check your records or contact your broker to see if you are a member of the Settlement Class. If one of your mutual funds purchased Daimler American Depository Receipts and/or Global Registered Shares during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased or otherwise acquired Daimler American Depository Receipts and/or Global Registered Shares during the Class Period and were allegedly damaged thereby.

6. Are there exceptions to being included?

25. Yes. There are some individuals and entities that are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants; (ii) Immediate Family Members of the Individual Defendants; (iii) any person who was an officer or director of Daimler during the Class Period; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) the parents, subsidiaries, and affiliates of Daimler; and (vi) the legal representatives, heirs, beneficiaries, successors, and assigns of any excluded person or entity, in

1 their respective capacities as such. Also excluded from the Settlement Class will
2 be any Person that timely and validly seeks exclusion from the Settlement Class in
3 accordance with the procedures described in Question 11 below or whose request
4 is otherwise allowed by the Court.

5 6 **THE SETTLEMENT BENEFITS**

7 **7. What does the Settlement provide?**

8 26. In exchange for the Settlement and the release of the Released Claims
9 against the Released Defendant Parties, Defendants have agreed to fund a \$19
10 million cash fund, which may accrue interest, to be distributed, after deduction of
11 Court-awarded attorneys' fees and litigation expenses, Notice and Administration
12 Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net
13 Settlement Fund"), among all Settlement Class Members who submit valid Claim
14 Forms and are found to be eligible to receive a distribution from the Net
15 Settlement Fund ("Authorized Claimants").

16 **8. How can I receive a payment?**

17 27. To qualify for a payment, you must submit a timely and valid Claim
18 Form and the Effective Date of the Settlement must occur (see paragraph __,
19 below). A Claim Form is included with this Notice. You can also obtain a Claim
20 Form from the website dedicated to the Settlement: www._____.com, or
21 from Lead Counsel's website, www.labaton.com. You can request that a Claim
22 Form be mailed to you by calling the Claims Administrator toll-free at (____) ____-
23 _____. Please read the instructions contained in the Claim Form carefully, fill out
24 the Claim Form, include all the documents the form requests, sign it, and mail or
25 submit it to the Claims Administrator so that it is **postmarked or received no**
26 **later than _____, 2020.**

9. When will I receive my payment?

28. The Court will hold a Settlement Hearing on _____, 2020 to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. No payments will be made unless the Effective Date of the Settlement occurs, as defined below in paragraph _____. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

10. What am I giving up to receive a payment or by staying in the Settlement Class?

29. If you are a member of the Settlement Class, unless you exclude yourself, you will remain in the class and that means that, upon the “Effective Date” of the Settlement, you will release all “Released Claims” against the “Released Defendant Parties.”

(a) **“Released Claims”** means any and all claims, rights, remedies, demands, liabilities and causes of action of every nature and description (including but not limited to any claims for damages, punitive damages, compensation, restitution, disgorgement, rescission, interest, injunctive relief, attorneys’ fees, expert or consulting fees, obligations, debts, losses, and any other costs, expenses, or liabilities of any kind or nature whatsoever), whether legal, statutory or equitable in nature to the fullest extent that the law permits their release in the Action, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, whether class or individual in nature, that Lead Plaintiff or any other member of the Settlement Class: (i) asserted in the Action, including any complaint filed or submitted to the Court in the Action; or (ii) could have asserted in any forum or proceeding that arise out of or

1 are based upon or are related to the allegations, transactions, facts, matters or
2 occurrences, representations or omissions involved, set forth, or referred to in the
3 Complaint that arise out of the purchase or acquisition of Daimler American
4 Depository Receipts and/or Global Registered Shares in the United States during
5 the Class Period. For the avoidance of doubt, Released Claims do not include
6 claims relating to the enforcement of the Settlement or claims alleged in the TILP
7 Litigation Rechtsanwaltsgesellschaft mbH/Daimler AG arising from the purchase
8 and/or acquisition of Daimler shares (Ticker: DAI) outside the United States.

9 (b) **“Released Defendant Parties”** means Defendants, all their
10 respective past, present, and future parent companies, subsidiaries, affiliates,
11 divisions, joint venturers, subcontractors, agents, attorneys, insurers, subrogees, co-
12 insurers and reinsurers, all their respective, past, present and future officers,
13 directors, employees, members, partners, principals, shareholders and owners, and
14 all their respective heirs, executors, administrators, personal representatives,
15 trustees, predecessors, successors, transferees and assigns, in their respective
16 capacities as such.

17 (c) **“Unknown Claims”** means any and all Released Claims that
18 Lead Plaintiff or any other Settlement Class Member do not know or suspect to
19 exist in his, her, or its favor at the time of the release of the Released Defendant
20 Parties, and any and all Released Defendants’ Claims that any Defendant or any
21 other Released Defendant Party does not know or suspect to exist in his, her, or its
22 favor at the time of the release of the Released Plaintiff Parties, which if known by
23 him, her, or it might have affected his, her, or its decision(s) with respect to the
24 Settlement, including the decision to object to the terms of the Settlement or to
25 exclude himself, herself, or itself from the Settlement Class. With respect to any
26 and all Released Claims and Released Defendants’ Claims, the Parties stipulate
27 and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall

expressly, and each Settlement Class Member and Released Defendant Party shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Lead Plaintiff, all Settlement Class Members, Defendants, or Released Defendant Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows, suspects, or believes to be true with respect to the Action, the Released Claims, or the Released Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member and Released Defendant Party shall be deemed to have fully, finally, and forever settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and all Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the

definition of Released Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

30. The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court's orders, whether favorable or unfavorable, will apply to you and legally bind you. Upon the Effective Date, Defendants will also provide a release of any claims against Lead Plaintiff and the Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

31. If you do not want to be eligible to receive a payment from the Settlement but you want to keep any right you may have to sue or continue to sue the Released Defendant Parties on your own about the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or "opting out." **Please note: if you bring your own claims, Defendants will have the right to seek their dismissal. Also, Defendants have the right to terminate the Settlement if a certain threshold of exclusion requests is received.**

11. How do I exclude myself from the Settlement Class?

32. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you "request to be excluded from the Settlement Class in *Vancouver Alumni Asset Holdings, Inc. v. Daimler AG, et al.*, No. 2:16-cv-02942-DSF-KS (C.D. Cal.)." You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, and telephone number of the person or entity requesting exclusion; (ii) state the number of Daimler

1 American Depository Receipts and/or Global Registered Shares the person or
2 entity purchased, acquired, and sold in the United States during the Class Period,
3 as well as the dates and prices of each such purchase, acquisition and sale; and (iii)
4 be signed by the person or entity requesting exclusion or an authorized
5 representative. A request for exclusion must be mailed, so that it is **received no**
6 **later than _____, 2020** to:

7 *Daimler AG Securities Litigation*

8 c/o _____

9 P.O. Box _____

10 **Your exclusion request must comply with these requirements in order to be**
11 **valid.**

12 33. If you ask to be excluded, do not submit a Claim Form because you
13 cannot receive any payment from the Net Settlement Fund. Also, you cannot
14 object to the Settlement because you will no longer be a Settlement Class Member.
15 However, if you submit a valid exclusion request, you will not be legally bound by
16 anything that happens in the Action, and you may be able to sue (or continue to
17 sue) Defendants and the other Released Defendant Parties in the future, assuming
18 your claims are timely. If you have a pending lawsuit against any of the Released
19 Defendant Parties, **please speak to your lawyer in the case immediately.**

20 THE LAWYERS REPRESENTING YOU

21 12. Do I have a lawyer in this case?

22
23 34. The Court appointed the law firm of Labaton Sucharow LLP to
24 represent all Settlement Class Members. These lawyers are called “Lead
25 Counsel.” You will not be separately charged for these lawyers. The Court will
26 determine the amount of attorneys’ fees and expenses, which will be paid from the
27

Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

35. Lead Counsel will ask the Court to award Plaintiffs' Counsel attorneys' fees of no more than 30% of the Settlement Fund, which may include accrued interest. Plaintiffs' Counsel are Lead Counsel, Glancy Prongay & Murray LLP, and Mark Flaherty. No other attorneys will share in the fee awarded by the Court. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims against Defendants on behalf of the Settlement Class, nor have they been reimbursed for their litigation expenses. Lead Counsel will also seek payment of litigation expenses incurred by Plaintiffs' Counsel in the prosecution of the Action of no more than \$300,000, plus accrued interest, if any, which may include an application by Lead Plaintiff, in accordance with the PSLRA, for its reasonable costs and expenses (including lost wages) directly related to its representation of the Settlement Class.

OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

14. How do I tell the Court that I do not like something about the proposed Settlement?

36. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You can ask the Court not to approve the Settlement, however you cannot ask the Court to order a different settlement. The Court can only approve or deny this Settlement. If the Court denies approval of the Settlement, no payments will be made to Settlement Class Members and the Action will continue to be litigated.

37. To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application in “*Vancouver Alumni Asset Holdings, Inc. v. Daimler AG, et al.*,” No. 2:16-cv-02942-DSF-KS (C.D. Cal.).” Your objection must state why you are objecting and whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class. The objection must also: (i) include the name, address, and telephone number of the person or entity objecting; (ii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court’s attention; and (iii) identify the number of Daimler American Depositary Receipts and Global Registered Shares purchased, acquired, and sold, in the United States, during the Class Period, as well as the dates and prices of each such purchase, acquisition and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel’s Fee and Expense Application. Your objection must be mailed or delivered to the following counsel so that it is received no later than _____, 2020:

Lead Counsel

Labaton Sucharow LLP
James W. Johnson, Esq.
140 Broadway
New York, NY 10005

Defendants’ Counsel

Latham & Watkins LLP
Christopher S. Turner
555 Eleventh Street
Suite 1000
Washington, DC 20004

1 **15. What is the difference between objecting and seeking exclusion?**

2 38. Objecting is telling the Court that you do not like something about the
3 proposed Settlement, Plan of Allocation, or Lead Counsel's Fee and Expense
4 Application. You can still recover money from the Settlement. You can object
5 *only* if you stay in the Settlement Class. Excluding yourself is telling the Court
6 that you do not want to be part of the Settlement Class. If you exclude yourself
7 from the Settlement Class, you have no basis to object because the Settlement and
8 the Action no longer affect you.

9
10 **THE SETTLEMENT HEARING**

11 **16. When and where will the Court decide whether to approve the**
12 **proposed Settlement?**

13 39. The Court will hold the Settlement Hearing on _____,
14 _____ at _____ .m., in Courtroom 7D, United States District Court for the
15 Central District of California, First Street Courthouse, 350 W. 1st Street, Los
16 Angeles, California, 90012. At this hearing, the Court will consider, whether: (i)
17 the Settlement is fair, reasonable, adequate, and should be finally approved; (ii) the
18 Plan of Allocation is fair and reasonable, and should be approved; and (iii) Lead
19 Counsel's Fee and Expense Application is reasonable and should be approved.
20 The Court will take into consideration any written objections filed in accordance
21 with the instructions in Question 14 above. We do not know how long it will take
22 the Court to make these decisions.

23 40. You should be aware that the Court may change the date and time of
24 the Settlement Hearing, or hold the hearing telephonically, without another notice
25 being sent to Settlement Class Members. If you want to attend the hearing, you
26 should check with Lead Counsel beforehand to be sure that the date and/or time
27 has not changed, periodically check the Court's website at

1 <https://www.cacd.uscourts.gov>, or periodically check the settlement website at
2 www._____.com to see if the Settlement Hearing stays as calendared or is
3 changed. Subscribers to PACER, a fee-based service, can also view the Court's
4 docket for the Action for updates about the Settlement Hearing through the Court's
5 on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

6 **17. Do I have to come to the Settlement Hearing?**

7 41. No. Lead Counsel will answer any questions the Court may have.
8 But, you are welcome to attend at your own expense. If you submit a valid and
9 timely objection, the Court will consider it and you do not have to come to Court
10 to discuss it. You may have your own lawyer attend (at your own expense), but it
11 is not required. If you do hire your own lawyer, he or she must file and serve a
12 Notice of Appearance in the manner described in the answer to Question 17 below
13 **no later than _____, 2020.**

14 **18. May I speak at the Settlement Hearing?**

15 42. You may ask the Court for permission to speak at the Settlement
16 Hearing. To do so, you must include with your objection (see Question 14), **no**
17 **later than _____, 2020**, a statement that you, or your attorney, intend to
18 appear in "*Vancouver Alumni Asset Holdings, Inc. v. Daimler AG, et al.*, No. 2:16-
19 cv-02942-DSF-KS (C.D. Cal.)." Persons who intend to present evidence at the
20 Settlement Hearing must also include in their objections the identities of any
21 witnesses they may wish to call to testify and any exhibits they intend to introduce
22 into evidence at the hearing. You may not speak at the Settlement Hearing if you
23 exclude yourself or if you have not provided written notice in accordance with the
24 procedures described in this Question 18 and Question 14 above.
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IF YOU DO NOTHING

19. What happens if I do nothing at all?

43. If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (see Question 8 above).

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

44. This Notice summarizes the proposed Settlement. More details are in the Stipulation. Lead Counsel's motions in support of final approval of the Settlement, the request for attorneys' fees and litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than _____, 2020 and be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

45. Absent exigent circumstances, you may review the Stipulation or documents filed in the case at the Office of the Clerk of the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Los Angeles, California, 90012, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

46. You can also get a copy of the Stipulation and other case documents by calling the Claims Administrator toll free at (____) ____-____; writing to the

1 Claims Administrator at *Daimler AG Securities Litigation*, c/o _____,
2 _____; or visiting the website dedicated to the Settlement, www._____.com or
3 the website of Lead Counsel, www.labaton.com. **Please do not call or write the**
4 **Court with questions about the Settlement.**

5
6 **PLAN OF ALLOCATION OF NET SETTLEMENT FUND**

7 **21. How will my claim be calculated?**

8 47. As discussed above, the Settlement Amount and any interest it earns
9 constitute the Settlement Fund. The Settlement Fund, after the deduction of Court-
10 approved attorneys' fees and litigation expenses, Notice and Administration
11 Expenses, Taxes, and any other fees or expenses approved by the Court, is the Net
12 Settlement Fund. If the Settlement is approved by the Court, the Net Settlement
13 Fund will be distributed to eligible Authorized Claimants – *i.e.*, members of the
14 Settlement Class who timely submit valid Claim Forms that are accepted for
15 payment – in accordance with the proposed Plan of Allocation set forth below, or
16 such other plan of allocation as the Court may approve. The Court may approve
17 this proposed Plan of Allocation, or modify it, without additional notice to the
18 Settlement Class. Any order modifying the Plan of Allocation will be posted on
19 the settlement website, www._____.com. Settlement Class Members who
20 do not timely submit valid Claim Forms will not share in the Net Settlement Fund,
21 but will otherwise be bound by the Settlement.

22 48. The objective of the Plan of Allocation is to distribute the Net
23 Settlement Fund equitably among those Settlement Class Members who suffered
24 economic losses as a proximate result of the alleged wrongdoing. The Plan of
25 Allocation is not intended to estimate, or be indicative of, the amounts that
26 Settlement Class Members might have been able to recover after a trial. Because
27

the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amounts that will actually be paid to Authorized Claimants. The Plan of Allocation measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants.

49. For purposes of determining the amount a claimant may recover under the Plan, Lead Counsel conferred with its damages consultants and the Plan reflects an assessment of the daily per share artificial inflation amounts that allegedly were caused by the false and misleading statements and material omissions. In calculating the estimated artificial inflation, Lead Plaintiff's damages consultants considered price changes in Daimler American Depository Receipts and/or Global Registered Shares (collectively "Daimler Securities"), in the United States, in reaction to certain public announcements in which the misrepresentations and omissions were alleged to have been disclosed to the market, adjusting for price changes that were attributable to nonactionable market or industry forces.

50. In order to have recoverable losses in connection with purchases and/or acquisitions of Daimler Securities during the Class Period, disclosure(s) of the allegedly misrepresented or omitted information must be the cause of the decline in the price of Daimler Securities. In this case, it is alleged that artificial inflation was removed from the prices of Daimler Securities over the course of September 21, 2015-September 22, 2015, and on April 22, 2016. To have a loss, among other things, you must have purchased and/or acquired a Daimler Security during the Class Period and held it through at least September 20, 2015.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

1 51. For purposes of determining whether a claimant has a Recognized
2 Loss, purchases, acquisitions, and sales of Daimler Securities will first be matched
3 on a First In/First Out (“FIFO”) basis. If a Settlement Class Member has more
4 than one purchase/acquisition or sale of any eligible Daimler Security during the
5 Class Period, all purchases/acquisitions and sales of the like security shall be
6 matched on a FIFO basis. Class Period sales will be matched first against any
7 holdings at the beginning of the Class Period and then against
8 purchases/acquisitions in chronological order, beginning with the earliest
9 purchase/acquisition made during the Class Period.

10 52. The Claims Administrator will calculate a “Recognized Loss
11 Amount,” as set forth below, for each purchase of Daimler Securities, in the
12 United States, during the Class Period (February 22, 2012 through April 21, 2016,
13 inclusive) that is listed in the Claim Form and for which adequate documentation
14 is provided. To the extent that the calculation of a claimant’s Recognized Loss
15 Amount results in a negative number or zero, the Recognized Loss Amount shall
16 be set to zero.

17 53. The sum of a claimant’s Recognized Loss Amounts will be the
18 claimant’s “Recognized Loss.” An Authorized Claimant’s “Recognized Loss”
19 shall be the amount used to calculate the Authorized Claimant’s *pro rata* share of
20 the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant’s
21 Recognized Loss divided by the total of the Recognized Losses of all Authorized
22 Claimants, multiplied by the total amount in the Net Settlement Fund.

23 **Daimler American Depositary Receipt Calculations**

24
25 54. **Table-1** (below) provides the per share amount of artificial inflation
26 in Daimler ADRs during the Class Period for specified periods. Each claimant’s
27 Recognized Loss Amount per ADR, if any, will be computed as follows:

- 1 (a) If an ADR is sold with an equal, or greater, amount of artificial inflation (see
2 **Table-1**), the Recognized Loss Amount per ADR is zero.
- 3 (b) If sold prior to September 21, 2015, the Recognized Loss Amount per ADR
4 is zero.
- 5 (c) If sold on September 21, 2015, the Recognized Loss Amount per ADR is
6 equal to the **lesser of**:
- 7 i) the difference between the per ADR inflation in the Daimler ADR price
8 at time of purchase (see **Table-1**) and the per ADR inflation in the
9 Daimler ADR price at time of sale (see **Table-1**); and
- 10 ii) the difference between the purchase price per ADR and the sales price
11 per ADR.
- 12 (d) If sold on or after September 22, 2015 and prior to April 22, 2016, the
13 Recognized Loss Amount per ADR is equal to the **lesser of**:
- 14 i) the difference between the per ADR inflation in the Daimler ADR price
15 at time of purchase (see **Table-1**) and the per ADR inflation in the
16 Daimler ADR price at time of sale (see **Table-1**); and
- 17 ii) the difference between the purchase price per ADR and the sales
18 price per ADR.
- 19 (e) If sold on or after April 22, 2016 and on or before July 20, 2016,³ the
20 Recognized Loss Amount per ADR is equal to the **lesser of**:
- 21 i) the per ADR inflation in the Daimler ADR price at time of purchase (see
22 **Table-1**); and
- 23 ii) the difference between the purchase price per ADR and the average
24 closing price per ADR up to the date of sale as set forth in **Table-2**
25 below.

26 ³ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising
27 under this Act in which the plaintiff seeks to establish damages by reference to the
28 market price of a security, the award of damages to the plaintiff shall not exceed
the difference between the purchase or sale price paid or received, as appropriate,
by the plaintiff for the subject security and the mean trading price of that security
during the 90-day period beginning on the date on which the information
correcting the misstatement or omission that is the basis for the action is
disseminated to the market.” In this case, the 90-day period ends on July 20, 2016.

(f) If held as of the close of trading on July 20, 2016 or sold thereafter, the Recognized Loss Amount per ADR is equal to the **lesser of**:

- i) the per ADR inflation in the Daimler ADR price at time of purchase (see **Table-1**); and
- ii) the difference between the purchase price and \$65.32 per ADR.⁴

Daimler Global Registered Share Calculations

55. Table-3 (attached hereto) provides the per share amount of artificial inflation in Daimler Global Registered Shares during the Class Period for specified periods. Each Claimant's Recognized Loss Amount per share, if any, will be computed as follows:

- (a) If a Global Registered Share is sold with an equal, or greater, amount of artificial inflation (see **Table-3**), the Recognized Loss Amount per share is zero.
- (b) If sold prior to September 21, 2015, the Recognized Loss Amount per share is zero.
- (c) If sold on September 21, 2015, the Recognized Loss Amount per share is equal to the lesser of:
 - i) the difference between the per share inflation in the Daimler Global Registered Share price at time of purchase (see **Table-3**) and the per share inflation in the Daimler Global Registered Share price at time of sale (see **Table-3**); and
 - ii) the difference between the purchase price per share and the sales price per share.

⁴ Consistent with the requirements of Section 21(D)(e)(1) of the Exchange Act, Recognized Loss Amounts for Daimler ADRs are reduced to an appropriate extent by taking into account the closing prices of Daimler ADRs during the 90-day look-back period. The mean (average) closing price for Daimler ADRs during this 90-day look-back period was \$65.32 per share as shown in Table-2.

(d) If sold on or after September 22, 2015 and prior to April 22, 2016, the Recognized Loss Amount per share is equal to the **lesser of**:

- i) the difference between the per share inflation in the Daimler Global Registered Share price at time of purchase (see **Table-3**) and the per share inflation in the Daimler Global Registered Share price at time of sale (see **Table-3**); and
- ii) the difference between the purchase price per share and the sales price per share.

(e) If sold on after April 22, 2016 and sold on or before July 20, 2016, the Recognized Loss Amount per share is equal to the **lesser of**:

- i) the per share inflation in the Daimler Global Registered Share price at time of purchase (see **Table-3**); and
- ii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in **Table-4** below.

(f) If held as of the close of trading on July 20, 2016 or sold thereafter, the Recognized Loss Amount per share is equal to the **lesser of**:

- i) the per share inflation in the Daimler Global Registered Share price at time of purchase (see **Table-3**); and
- ii) the difference between the purchase price per share and \$65.37 per share.⁵

ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION

⁵ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, Recognized Loss for Daimler Global Registered Shares are reduced to an appropriate extent by taking into account the closing prices of Daimler Global Registered Shares during the 90-day look-back period. The mean (average) closing price for Daimler Global Registered Shares during this 90-day look-back period was \$65.37 per share as shown in Table-4.

1 56. Only Daimler American Depositary Receipts and Global Registered
2 Shares purchased in the United States are eligible for a recovery in the Settlement.

3 57. Purchases/acquisitions and sales of Daimler Securities shall be
4 deemed to have occurred on the “contract” or “trade” date as opposed to the
5 “settlement” or “payment” date. The receipt or grant by gift, inheritance or
6 operation of law of Daimler Securities during the Class Period shall not be deemed
7 a purchase, acquisition or sale of Daimler Securities for the calculation of a
8 claimant’s Recognized Loss, nor shall the receipt or grant be deemed an
9 assignment of any claim relating to the purchase/acquisition of such Daimler
10 Securities unless (i) the donor or decedent purchased or otherwise acquired such
11 Daimler Securities during the Class Period; (ii) no Claim Form was submitted by
12 or on behalf of the donor, on behalf of the decedent, or by anyone else with respect
13 to such Daimler Securities; and (iii) it is specifically so provided in the instrument
14 of gift or assignment.

15 58. The date of covering a “short sale” is deemed to be the date of
16 purchase or acquisition of the share of Daimler Securities. The date of a “short
17 sale” is deemed to be the date of sale of the respective Daimler Security. In
18 accordance with the Plan of Allocation, however, the Recognized Loss Amount on
19 purchases/acquisitions used to cover “short sales” is zero. In the event that a
20 claimant has an opening short position in Daimler Securities, the earliest Class
21 Period purchases or acquisitions shall be matched against such opening short
22 position and not be entitled to a recovery until that short position is fully covered.
23 In the event that a claimant newly establishes a short position during the Class
24 Period, the earliest subsequent Class Period purchases or acquisitions shall be
25 matched against such short position on a FIFO basis and not be entitled to a
26 recovery.

1 59. Option contracts to purchase or sell Daimler Securities are not
2 securities eligible to participate in the Settlement. With respect to Daimler
3 Securities purchased or sold through the exercise of an option, the purchase/sale
4 date of the Daimler Security is the exercise date of the option and the purchase/sale
5 price is the exercise price of the option.

6 60. The Net Settlement Fund will be allocated among all Authorized
7 Claimants whose prorated payment is \$10.00 or greater. If the prorated payment
8 to any Authorized Claimant calculates to less than \$10.00, it will not be included
9 in the calculation and a distribution will not be made to that Authorized Claimant.

10 61. Distributions to eligible Authorized Claimants will be made after
11 claims have been processed. After an initial distribution of the Net Settlement
12 Fund, if there is any balance remaining in the Net Settlement Fund (whether by
13 reason of tax refunds, uncashed checks or otherwise) after at least six (6) months
14 from the date of initial distribution of the Net Settlement Fund, Lead Counsel
15 shall, if feasible and economical after payment of Notice and Administration
16 Expenses, Taxes, and attorneys' fees and expenses if any, redistribute such balance
17 among Authorized Claimants who have cashed their checks in an equitable and
18 economic fashion. These redistributions shall be repeated until the balance in the
19 Net Settlement Fund is no longer feasible to distribute to Authorized Claimants.
20 Once it is no longer feasible or economical to make further distributions, any
21 balance that still remains in the Net Settlement Fund after re-distribution(s) and
22 after payment of outstanding Notice and Administration Expense, Taxes, and
23 attorneys' fees and expenses, if any, shall be contributed to the National Council of
24 Teachers Retirement, or such other non-profit and non-sectarian organization(s)
25 approved by the Court.

26 62. Payment pursuant to the Plan of Allocation, or such other plan of
27 allocation as may be approved by the Court, shall be conclusive against all

1 claimants. No person shall have any claim against Lead Plaintiff, Plaintiff's
2 Counsel, Lead Plaintiff's consulting damages experts, Defendants, Defendants'
3 Counsel, any of the other Released Parties, or the Claims Administrator or other
4 agent designated by Lead Counsel, arising from distributions made substantially in
5 accordance with the Stipulation, the Plan of Allocation approved by the Court, or
6 further orders of the Court. Lead Plaintiff, Defendants and their respective
7 counsel, and all other Released Defendant Parties, shall have no responsibility or
8 liability whatsoever for the investment or distribution of the Settlement Fund or the
9 Net Settlement Fund; the Plan of Allocation; the determination, administration,
10 calculation, or payment of any Claim Form or nonperformance of the Claims
11 Administrator; the payment or withholding of Taxes; or any losses incurred in
12 connection therewith.

13 63. The Court has reserved jurisdiction to allow, disallow, or adjust on
14 equitable grounds the Claim of any claimant. Each claimant shall be deemed to
15 have submitted to the jurisdiction of the Court with respect to his, her or its Claim
16 Form.

17
18 **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

19 64. If you purchased or otherwise acquired Daimler American Depository
20 Receipts and/or Global Registered Shares, in the United States, (**note:** shares
21 traded as DAI or DMLRY are not eligible), during the Class Period for the
22 beneficial interest of a person or entity other than yourself, the Court has directed
23 that **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS**
24 **NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the
25 name and last known address of each person or entity for whom or which you
26 purchased shares during the Class Period; or (b) request additional copies of the
27 Notice from the Claims Administrator, which will be provided to you free of

charge, and **WITHIN TEN (10) CALENDAR DAYS** of receipt, mail the Notice directly to all the beneficial owners of those securities. You must also provide email addresses of such beneficial owners to the Claims Administrator, to the extent available. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses (not to exceed \$0.10 per name and mailing address or \$0.20, plus postage at the then current pre-sort rate used by the Claims Administrator, per Notice) actually incurred in connection with the foregoing, assuming the expenses would not have been incurred except for the sending of such Notice. Expenses will be paid upon submission of appropriate supporting documentation and timely and full compliance with the above directives. All communications concerning the foregoing should be addressed to the Claims Administrator: *Daimler AG Securities Litigation*, Claims Administrator, _____, (800) ____, [email], www._____.

Dated: _____, 2020_____

BY ORDER OF THE UNITED
STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF
CALIFORNIA

TABLE-1

Daimler ADR Artificial Inflation Per ADR

Date Range		Per ADR Inflation in ADR Price
2/22/2012	9/20/2015	\$5.52
9/21/2015		\$4.23
9/22/2015	4/21/2016	\$2.96

On and after 4/22/2016

\$0.00

TABLE 2

**Daimler ADR Closing Prices and Average Closing Prices
April 22, 2016 – July 20, 2016**

Date	Closing Price	Average Closing Price Between 4/22/2016 and Date Shown		Date	Closing Price	Average Closing Price Between 4/22/2016 and Date Shown
4/22/2016	\$71.10	\$71.10		6/7/2016	\$68.26	\$67.76
4/25/2016	\$70.78	\$70.94		6/8/2016	\$67.92	\$67.76
4/26/2016	\$71.16	\$71.01		6/9/2016	\$66.57	\$67.73
4/27/2016	\$70.99	\$71.01		6/10/2016	\$64.97	\$67.65
4/28/2016	\$71.26	\$71.06		6/13/2016	\$63.70	\$67.54
4/29/2016	\$69.51	\$70.80		6/14/2016	\$61.71	\$67.38
5/2/2016	\$70.34	\$70.73		6/15/2016	\$62.37	\$67.25
5/3/2016	\$68.61	\$70.47		6/16/2016	\$61.65	\$67.11
5/4/2016	\$67.44	\$70.13		6/17/2016	\$62.85	\$67.00
5/5/2016	\$67.34	\$69.85		6/20/2016	\$66.15	\$66.98
5/6/2016	\$67.85	\$69.67		6/21/2016	\$66.12	\$66.96
5/9/2016	\$68.08	\$69.54		6/22/2016	\$66.56	\$66.95
5/10/2016	\$68.49	\$69.46		6/23/2016	\$68.09	\$66.97
5/11/2016	\$67.89	\$69.35		6/24/2016	\$61.20	\$66.85
5/12/2016	\$67.01	\$69.19		6/27/2016	\$58.58	\$66.67
5/13/2016	\$66.47	\$69.02		6/28/2016	\$59.32	\$66.51
5/16/2016	\$66.66	\$68.88		6/29/2016	\$59.66	\$66.37
5/17/2016	\$65.47	\$68.69		6/30/2016	\$59.46	\$66.23
5/18/2016	\$64.97	\$68.50		7/1/2016	\$60.94	\$66.12
5/19/2016	\$64.32	\$68.29		7/5/2016	\$58.07	\$65.96
5/20/2016	\$64.85	\$68.12		7/6/2016	\$57.54	\$65.80
5/23/2016	\$63.75	\$67.92		7/7/2016	\$57.89	\$65.65
5/24/2016	\$64.92	\$67.79		7/8/2016	\$59.75	\$65.54
5/25/2016	\$66.99	\$67.76		7/11/2016	\$61.00	\$65.46
5/26/2016	\$68.10	\$67.77		7/12/2016	\$63.82	\$65.43
5/27/2016	\$67.55	\$67.77		7/13/2016	\$63.58	\$65.40
5/31/2016	\$68.34	\$67.79		7/14/2016	\$64.95	\$65.39
6/1/2016	\$67.43	\$67.77		7/15/2016	\$64.64	\$65.38

6/2/2016	\$67.64	\$67.77	7/18/2016	\$64.52	\$65.36
6/3/2016	\$67.18	\$67.75	7/19/2016	\$63.49	\$65.33
6/6/2016	\$67.47	\$67.74	7/20/2016	\$64.60	\$65.32

TABLE-3

Artificial Inflation Per Global Registered Share

Date Range	Per Share Inflation in Share Price
2/22/2012 9/20/2015	\$5.60
9/21/2015	\$4.37
9/22/2015 4/21/2016	\$2.80
On and after 4/22/2016	\$0.00

TABLE 4

**Daimler Global Registered Share Closing Prices and Average Closing Prices
April 22, 2016 – July 20, 2016**

Date	Closing Price	Average Closing Price Between 4/22/2016 and Date Shown	Date	Closing Price	Average Closing Price Between 4/22/2016 and Date Shown
4/22/2016	\$70.85	\$70.85	6/7/2016	\$67.86	\$67.69
4/25/2016	\$70.72	\$70.79	6/8/2016	\$67.80	\$67.70
4/26/2016	\$71.35	\$70.97	6/9/2016	\$66.72	\$67.67
4/27/2016	\$71.31	\$71.06	6/10/2016	\$64.31	\$67.57
4/28/2016	\$70.58	\$70.96	6/13/2016	\$63.19	\$67.45
4/29/2016	\$69.76	\$70.76	6/14/2016	\$62.04	\$67.30
5/2/2016	\$70.55	\$70.73	6/15/2016	\$62.27	\$67.17
5/3/2016	\$68.73	\$70.48	6/16/2016	\$63.08	\$67.07
5/4/2016	\$67.35	\$70.13	6/17/2016	\$63.59	\$66.98
5/5/2016	\$67.20	\$69.84	6/20/2016	\$65.80	\$66.95
5/6/2016	\$68.00	\$69.67	6/21/2016	\$66.56	\$66.94
5/9/2016	\$68.22	\$69.55	6/22/2016	\$66.69	\$66.94
5/10/2016	\$68.64	\$69.48	6/23/2016	\$68.89	\$66.98
5/11/2016	\$67.43	\$69.33	6/24/2016	\$60.80	\$66.84
5/12/2016	\$67.00	\$69.18	6/27/2016	\$59.60	\$66.69
5/13/2016	\$66.20	\$68.99	6/28/2016	\$60.20	\$66.55

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5/16/2016	\$66.64	\$68.85		6/29/2016	\$59.65	\$66.40
5/17/2016	\$65.29	\$68.66		6/30/2016	\$60.00	\$66.27
5/18/2016	\$64.57	\$68.44		7/1/2016	\$60.88	\$66.16
5/19/2016	\$62.99	\$68.17		7/5/2016	\$57.75	\$66.00
5/20/2016	\$64.68	\$68.00		7/6/2016	\$58.17	\$65.85
5/23/2016	\$64.07	\$67.82		7/7/2016	\$57.60	\$65.69
5/24/2016	\$65.22	\$67.71		7/8/2016	\$59.87	\$65.59
5/25/2016	\$67.18	\$67.69		7/11/2016	\$62.35	\$65.53
5/26/2016	\$67.89	\$67.70		7/12/2016	\$63.74	\$65.49
5/27/2016	\$67.56	\$67.69		7/13/2016	\$63.45	\$65.46
5/31/2016	\$68.22	\$67.71		7/14/2016	\$65.13	\$65.45
6/1/2016	\$67.52	\$67.70		7/15/2016	\$64.46	\$65.44
6/2/2016	\$68.00	\$67.71		7/18/2016	\$64.51	\$65.42
6/3/2016	\$67.23	\$67.70		7/19/2016	\$63.30	\$65.39
6/6/2016	\$67.40	\$67.69		7/20/2016	\$64.61	\$65.37

Exhibit A-2

1 GLANCY PRONGAY
& MURRAY LLP
2 JOSHUA L. CROWELL (295411)
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4 Telephone: (310) 201-9150
Facsimile: (310) 432-1495
5 jcrowell@glancylaw.com
6 *Liaison Counsel for Lead Plaintiff the*
7 *Public School Retirement System of the*
8 *School District of Kansas City,*
Missouri and Liaison Counsel
for the Proposed Class

LABATON SUCHAROW LLP
JAMES W. JOHNSON (*pro hac vice*)
MICHAEL H. ROGERS (*pro hac vice*)
IRINA VASILCHENKO (*pro hac vice*)
JAMES T. CHRISTIE (*pro hac vice*)
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Attorneys for Lead Plaintiff the Public
School Retirement System of the
School District of Kansas City,
Missouri and Lead Counsel
for the Proposed Class

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10
11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 VANCOUVER ALUMNI ASSET
15 HOLDINGS INC., Individually and on
Behalf of All Others Similarly Situated,

16 Plaintiffs,

17 v.

18 DAIMLER AG, DIETER ZETSCHE,
19 BODO UEBBER, and THOMAS
WEBER,

20 Defendants.

21 MARIA MUNRO, Individually and on
22 Behalf of All Others Similarly Situated,

23 Plaintiffs,

24 v.

25 DAIMLER AG, DIETER ZETSCHE,
26 BODO UEBBER, and THOMAS
WEBER,

27 Defendants.
28

Master File No. 16-cv-02942-DSF-KS

Judge: Hon. Dale S. Fischer

Case No. 16-cv-03412-DSF-KS

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a member of the Settlement Class based on your claims
3 in the action entitled *Vancouver Alumni Asset Holdings, Inc. v. Daimler AG, et al.*,
4 No. 2:16-cv-02942-DSF-KS (C.D. Cal.) (the “Action”), you must complete and,
5 on page ____ below, sign this Proof of Claim and Release form (“Claim Form”).
6 If you fail to submit a timely and properly addressed (as set forth in paragraph 3
7 below) Claim Form, your claim may be rejected and you may not receive any
8 recovery from the Net Settlement Fund created in connection with the proposed
9 Settlement.

10 2. Submission of this Claim Form, however, does not assure that you
11 will share in the proceeds of the settlement of the Action.

12 3. **THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT**
13 **WWW.____ NO LATER THAN _____, 2020 OR, IF MAILED,**
14 **BE POSTMARKED OR RECEIVED NO LATER THAN _____,**
15 **2020, ADDRESSED AS FOLLOWS:**

16 *Daimler AG Securities Litigation*
17 Claims Administrator
18 c/o _____
19 _____

 www.xxxxxxxx.com

20 If you are NOT a member of the Settlement Class (as defined in the Notice of
21 Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees
22 and Expenses (“Notice”), which accompanies this Claim Form) DO NOT submit a
23 Claim Form.

24 4. If you are a member of the Settlement Class and you did not timely
25 request exclusion in response to the Notice dated _____, 2020, you are
26 bound by the terms of any judgment entered in the Action, including the releases
27 provided therein, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

28 **II. CLAIMANT IDENTIFICATION**

1 1. If you purchased or otherwise acquired Daimler AG (“Daimler”)
2 American Depository Receipts and/or Global Registered Shares, in the United
3 States, during the period from February 22, 2012 through April 21, 2016, inclusive
4 (the “Class Period”) and held the shares in your name, you are the beneficial
5 purchaser as well as the record purchaser. If, however, you purchased or
6 otherwise acquired Daimler American Depository Receipts and/or Global
7 Registered Shares, in the United States, during the Class Period through a third
8 party, such as a brokerage firm, you are the beneficial purchaser and the third
9 party is the record purchaser.

10 2. Use Part I of this form entitled “Claimant Identification” to identify
11 each beneficial purchaser or acquirer of Daimler American Depository Receipts
12 and/or Global Registered Shares, in the United States, during the Class Period that
13 forms the basis of this claim, as well as the purchaser or acquirer of record if
14 different. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL
15 PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH
16 PURCHASER(S).

17 3. All joint purchasers must sign this claim. Executors, administrators,
18 guardians, conservators, and trustees must complete and sign this claim on behalf
19 of persons represented by them and their authority must accompany this claim and
20 their titles or capacities must be stated. The Social Security (or taxpayer
21 identification) number and telephone number of the beneficial owner may be used
22 in verifying the claim. Failure to provide the foregoing information could delay
23 verification of your claim or result in rejection of the claim.

24 **III. IDENTIFICATION OF TRANSACTIONS**

25 1. Use Part II of this form entitled “Schedule of Transactions in Daimler
26 American Depository Receipts” to supply all required details of your
27 transaction(s) in Daimler American Depository Receipts. Use Part III of this form
28 entitled “Schedule of Transactions in Daimler Global Registered Shares” to supply

1 all required details of your transaction(s) in Daimler Global Registered Shares.
2 Shares traded as DAI or DMLRY are not eligible. If you need more space or
3 additional schedules, attach separate sheets giving all of the required information
4 in substantially the same form. Sign and print or type your name on each
5 additional sheet.

6 2. On the schedules, provide all of the requested information with
7 respect to: (i) all of your holdings of Daimler American Depositary Receipts
8 and/or Global Registered Shares as of the beginning of trading on February 22,
9 2012; (ii) all of your purchases and acquisitions of Daimler American Depositary
10 Receipts and/or Global Registered Shares which took place at any time from
11 February 22, 2012 through April 21, 2016; (iii) all of your sales of Daimler
12 American Depositary Receipts and/or Global Registered Shares which took place
13 at any time from February 22, 2012 through July 20, 2016; and (iv) all of your
14 holdings in Daimler American Depositary Receipts and/or Global Registered
15 Shares as of the close of trading on July 20, 2016, whether such purchases,
16 acquisitions, sales or transactions resulted in a profit or a loss. Failure to report all
17 such transactions may result in the rejection of your claim.

18 3. The date of covering a “short sale” is deemed to be the date of
19 purchase of Daimler American Depositary Receipts and/or Global Registered
20 Shares. The date of a “short sale” is deemed to be the date of sale of Daimler
21 American Depositary Receipts and/or Global Registered Shares.

22 4. Copies of broker confirmations or other documentation of your
23 transactions in Daimler American Depositary Receipts and/or Global Registered
24 Shares should be attached to your claim. Failure to provide this documentation
25 could delay verification of your claim or result in rejection of your claim. The
26 Parties do not have information about your transactions in Daimler American
27 Depositary Receipts and/or Global Registered Shares.
28

5. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Claim Form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at (XXX) XXX-XXXX to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's Name
First Name

Last Name

[illegible][illegible]

Joint Beneficial Owner's Name (if applicable)
First Name

Last Name

[illegible][illegible]

If this claim is submitted for an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA, please include "IRA" in the "Last Name" box above (*e.g.*, Jones IRA).

Entity Name (if the Beneficial Owner is not an individual)

[illegible]Name of Representative, if applicable (*executor, administrator, trustee, c/o, etc.*), if different from Beneficial Owner[illegible]

Last 4 digits of Social Security Number or Taxpayer Identification Number

Street Address																																			
City														State/Province							Zip Code														
Foreign Postal Code (if applicable)														Foreign Country (if applicable)																					
Telephone Number (Day)														Telephone Number (Evening)																					
Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim):																																			
Type of Beneficial Owner: Specify one of the following: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">☐ Individual(s)</td> <td style="width: 25%;">☐ Corporation</td> <td style="width: 25%;">☐ UGMA Custodian</td> <td style="width: 25%;">☐ IRA</td> </tr> <tr> <td>☐ Partnership</td> <td>☐ Estate</td> <td>☐ Trust</td> <td>☐ Other (describe: _____)</td> </tr> </table>																												☐ Individual(s)	☐ Corporation	☐ UGMA Custodian	☐ IRA	☐ Partnership	☐ Estate	☐ Trust	☐ Other (describe: _____)
☐ Individual(s)	☐ Corporation	☐ UGMA Custodian	☐ IRA																																
☐ Partnership	☐ Estate	☐ Trust	☐ Other (describe: _____)																																

**PART II – SCHEDULE OF TRANSACTIONS IN DAIMLER
AMERICAN DEPOSITORY RECEIPTS**

1. BEGINNING HOLDINGS – State the total number of shares of Daimler American Depositary Receipts held as of the opening of trading on February 22, 2012. (Shares traded as DMLRY are not eligible.) If none, write “0” or “Zero.” (Must be documented.) _____

2. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of Daimler American Depositary Receipts as of the opening of trading on February 22, 2012 through and including the close of trading on April 21, 2016. (Must be documented.)

Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. PURCHASES/ACQUISITIONS DURING 90-DAY LOOKBACK PERIOD – State the total number of shares of American Depositary Receipts purchased/acquired from after the opening of trading on April 22, 2016 through the close of trading on July 20, 2016.¹ (Must be documented.)

4. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition of American Depositary Receipts from after the opening of trading on February 22, 2012 through the close of trading on July 20, 2016. (Must be documented.)

Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

5. ENDING HOLDINGS – State the total number of shares of American Depositary Receipts held as of the close of trading on July 20, 2016. If none, write “0” or “Zero.” (Must be documented.)

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

☐

¹ Information requested in this Claim Form with respect to your transactions from the opening of trading on April 22, 2016 through the close of trading on July 20, 2016, is needed only in order to balance your claim. Purchases/acquisitions/sales during this period are not eligible to participate in the Settlement because they are outside the Class Period.

**PART III – SCHEDULE OF TRANSACTIONS IN DAIMLER
GLOBAL REGISTERED SHARES**

1. BEGINNING HOLDINGS – State the total number of shares of Daimler Global Registered Shares held as of the opening of trading on February 22, 2012. (Shares traded as DAI are not eligible.) If none, write “0” or “Zero.” (Must be documented.) _____

2. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of Daimler Global Registered Shares as of the opening of trading on February 22, 2012 through the close of trading on April 21, 2016.² (Must be documented.)

Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. PURCHASES/ACQUISITIONS DURING 90-DAY LOOKBACK PERIOD – State the total number of shares of Global Registered Shares purchased/acquired from after the opening of trading on April 22, 2016 through the close of trading on July 20, 2016. (Must be documented.)

4. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition of Global Registered Shares from after the opening of trading on February 22, 2012 through the close of trading on July 20, 2016. (Must be documented.)

Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

5. ENDING HOLDINGS – State the total number of shares of Global Registered Shares held as of the close of trading on July 20, 2016. If none, write “0” or “Zero.” (Must be documented.)

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX** ☐

**IV. SUBMISSION TO JURISDICTION OF COURT AND
ACKNOWLEDGMENTS**

By signing and submitting this Claim Form, the claimant(s) or the person(s) acting on behalf of the claimant(s) certify(ies) that: I (We) submit this Claim Form

² Information requested in this Claim Form with respect to your transactions from the opening of trading on April 22, 2016 through the close of trading on July 20, 2016, is needed only in order to balance your claim. Purchases/acquisitions/sales during this period are not eligible to participate in the Settlement because they are outside the Class Period.

1 under the terms of the Plan of Allocation of Net Settlement Fund described in the
2 accompanying Notice. I (We) also submit to the jurisdiction of the United States
3 District Court for the Central District of California (the “Court”) with respect to
4 my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the
5 releases set forth herein. I (We) further acknowledge that I (we) will be bound by
6 the terms of any judgment entered in connection with the Settlement in the Action,
7 including the releases set forth therein. I (We) agree to furnish additional
8 information to the Claims Administrator to support this claim, such as additional
9 documentation for transactions in eligible Daimler American Depositary Receipts
10 and/or Global Registered Shares, in the United States, if required to do so. I (We)
11 have not submitted any other claim covering the same transactions in Daimler
12 American Depositary Receipts and/or Global Registered Shares, in the United
13 States during the alleged Class Period and know of no other person having done so
14 on my (our) behalf.

15 **V. RELEASES, WARRANTIES, AND CERTIFICATION**

16 1. I (We) hereby warrant and represent that I am (we are) a Settlement
17 Class Member as defined in the Notice, that I am (we are) not excluded from the
18 Settlement Class, that I am (we are) not one of the “Released Defendant Parties”
19 as defined in the accompanying Notice.

20 2. As a Settlement Class Member, I (we) hereby acknowledge full and
21 complete satisfaction of, and do hereby fully, finally, and forever settle, release,
22 and discharge with prejudice the Released Claims as to each and all of the
23 Released Defendant Parties (as these terms are defined in the accompanying
24 Notice). This release shall be of no force or effect unless and until the Court
25 approves the Settlement and it becomes effective on the Effective Date.

26 3. I (We) hereby warrant and represent that I (we) have not assigned or
27 transferred or purported to assign or transfer, voluntarily or involuntarily, any
28 matter released pursuant to this release or any other part or portion thereof.

1 4. I (We) hereby warrant and represent that I (we) have included
2 information about all of my (our) purchases, acquisitions and sales and other
3 transactions in Daimler American Depositary Receipts and/or Global Registered
4 Shares, in the United States that occurred during the Class Period and the number
5 of securities held by me (us), to the extent requested.

6 5. I (We) certify that I am (we are) NOT subject to backup tax
7 withholding. (If you have been notified by the Internal Revenue Service that you
8 are subject to backup withholding, please strike out the prior sentence.)

9 I (We) declare that all of the foregoing information supplied by the
10 undersigned is true and correct.

11 Executed this _____ day of _____, 2020

12
13 _____
14 Signature of Claimant

(Type or print name of Claimant)

15 _____
16 Signature of Joint Claimant, if any
17 any)

(Type or print name of Joint Claimant, if

18 _____
19 Signature of person signing on behalf
20 of Claimant

(Type or print name of person signing,
on behalf of Claimant)

21 _____
22 Capacity of person signing on behalf of Claimant, if other than an individual (e.g.,
23 Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)
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REMINDER CHECKLIST:

1. Please sign this Claim Form.
2. DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Proof of Claim for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard.** If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at XXX-XXX-XXXX.
6. If you move after submitting this Claim Form please notify the Claims Administrator of the change in your address, otherwise you may not receive additional notices or payment.

Exhibit A-3

1 GLANCY PRONGAY &
2 MURRAY LLP
3 JOSHUA L. CROWELL (295411)
4 1925 Century Park East
5 Suite 2100
6 Los Angeles, CA 90067
7 Telephone: (310) 201-9150
8 Facsimile: (310) 432-1495
9 jcrowell@glancylaw.com
10
11 *Liaison Counsel for Lead Plaintiff the
12 Public School Retirement System of the
13 School District of Kansas City,
14 Missouri and Liaison Counsel
15 for the Proposed Class*

LABATON SUCHAROW LLP
JAMES W. JOHNSON (*pro hac vice*)
MICHAEL H. ROGERS (*pro hac vice*)
IRINA VASILCHENKO (*pro hac vice*)
JAMES T. CHRISTIE (*pro hac vice*)
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*Attorneys for Lead Plaintiff the Public
School Retirement System of the
School District of Kansas City,
Missouri and Lead Counsel
for the Proposed Class*

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 VANCOUVER ALUMNI ASSET
15 HOLDINGS INC., Individually and on
16 Behalf of All Others Similarly Situated,

17 Plaintiffs,

18 v.

19 DAIMLER AG, DIETER ZETSCHE,
20 BODO UEBBER, and THOMAS
21 WEBER,

22 Defendants.

23 MARIA MUNRO, Individually and on
24 Behalf of All Others Similarly Situated,

25 Plaintiffs,

26 v.

27 DAIMLER AG, DIETER ZETSCHE,
28 BODO UEBBER, and THOMAS
WEBER,

Defendants.

Case No. 16-cv-02942-DSF-KS

Judge: Hon. Dale S. Fischer

Case No. 16-cv-03412-DSF-KS

**SUMMARY NOTICE OF
PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT, AND
MOTION FOR ATTORNEYS'
FEES AND EXPENSES**

1 **TO: ALL PERSONS OR ENTITIES THAT PURCHASED OR**
2 **OTHERWISE ACQUIRED DAIMLER AMERICAN**
3 **DEPOSITORY RECEIPTS AND/OR GLOBAL REGISTERED**
4 **SHARES, IN THE UNITED STATES, DURING THE PERIOD**
5 **FROM FEBRUARY 22, 2012 THROUGH APRIL 21, 2016,**
6 **INCLUSIVE, AND WERE ALLEGEDLY DAMAGED THEREBY**
7 **(“SETTLEMENT CLASS”).**

8 YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules
9 of Civil Procedure and an Order of the United States District Court for the Central
10 District of California, that Court-appointed Lead Plaintiff, on behalf of itself and
11 all members of the proposed Settlement Class, and Daimler AG (“Daimler” or the
12 “Company”), and Dieter Zetsche, Bodo Uebber, and Thomas Weber (collectively,
13 “Defendants”), have reached a proposed settlement of the claims in the above-
14 captioned class action (the “Action”) in the amount of \$19,000,000 (the
15 “Settlement”).

16 A hearing will be held before the Honorable Dale S. Fischer, on
17 _____, 2020, at _____.m., either in person or telephonically at the Court’s
18 discretion, in Courtroom 7D of the United States District Court for the Central
19 District of California, First Street Courthouse, 350 West 1st Street, Los Angeles,
20 California 90012 (the “Settlement Hearing”) to, among other things, determine
21 whether the Court should: (i) approve the proposed Settlement as fair, reasonable,
22 and adequate; (ii) dismiss the Action with prejudice as provided in the Stipulation
23 and Agreement of Settlement, dated April ____, 2020; (iii) approve the proposed
24 Plan of Allocation for distribution of the settlement funds available for distribution
25 to Settlement Class Members (the “Net Settlement Fund”); and (iv) approve Lead
26 Counsel’s Fee and Expense Application. The Court may change the date of the
27 Settlement Hearing, or hold it telephonically, without providing another notice.
28 You do NOT need to attend the Settlement Hearing to receive a distribution from
the Net Settlement Fund.

1 **IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR**
2 **RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND**
3 **YOU MAY BE ENTITLED TO A MONETARY PAYMENT.** If you have not
4 yet received a Notice and Claim Form, you may obtain copies of these documents
5 by visiting the website for the Settlement, www._____, or by contacting the
6 Claims Administrator at:

7 *Daimler AG Securities Litigation*

8 c/o _____

9 P.O. Box _____

10 _____
 City, State Zipcode

11 www. _____

 ____ - ____

12 Inquiries, other than requests for the Notice/Claim Form or for information
13 about the status of a claim, may also be made to Lead Counsel:

14 James W. Johnson Esq.

15 **LABATON SUCHAROW LLP**

16 140 Broadway

17 New York, NY 10005

18 www.labaton.com

19 settlementquestions@labaton.com

20 (888) 219-6877

21 If you are a Settlement Class Member, to be eligible to share in the
22 distribution of the Net Settlement Fund, you must submit a Claim Form
23 **postmarked or submitted online no later than _____, 2020.** If you are
24 a Settlement Class Member and do not timely submit a valid Claim Form, you will
25 not be eligible to share in the distribution of the Net Settlement Fund, but you will
26 nevertheless be bound by all judgments or orders entered by the Court relating to
27 the Settlement, whether favorable or unfavorable.
28

1 If you are a Settlement Class Member and wish to exclude yourself from the
2 Settlement Class, you must submit a written request for exclusion in accordance
3 with the instructions set forth in the Notice such that it is ***received no later than***
4 _____, **2020**. If you properly exclude yourself from the Settlement
5 Class, you will not be bound by any judgments or orders entered by the Court
6 relating to the Settlement, whether favorable or unfavorable, and you will not be
7 eligible to share in the distribution of the Net Settlement Fund.

8 Any objections to the proposed Settlement, Lead Counsel's Fee and Expense
9 Application, and/or the proposed Plan of Allocation must be mailed to counsel for
10 the Parties in accordance with the instructions in the Notice, such that they are
11 ***received no later than*** _____, **2020**.

12 **PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR**
13 **DEFENDANTS' COUNSEL REGARDING THIS NOTICE.**

14
15 DATED: _____,
16 2020

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Exhibit B

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VANCOUVER ALUMNI ASSET
HOLDINGS INC., Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

DAIMLER AG, DIETER ZETSCHE,
BODO UEBBER, and THOMAS
WEBER,

Defendants.

Master File No. 16-cv-02942-DSF-KS

Judge: Hon. Dale S. Fischer

MARIA MUNRO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

DAIMLER AG, DIETER ZETSCHE,
BODO UEBBER, and THOMAS
WEBER,

Defendants.

Case No. 16-cv-03412-DSF-KS

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

1 WHEREAS:

2 A. As of April ____ 2020, Lead Plaintiff Public School Retirement
3 System of the School District of Kansas City, Missouri (“Lead Plaintiff” or
4 “Kansas City”) on behalf of itself and all other members of the proposed
5 Settlement Class (defined below), on the one hand, and Daimler AG (“Daimler” or
6 the “Company”), Dieter Zetsche, Bodo Uebber, and Thomas Weber (collectively,
7 “Defendants”), on the other, entered into a Stipulation and Agreement of
8 Settlement (the “Stipulation”) in the above-titled litigation (the “Action”), which is
9 subject to review under Rule 23 of the Federal Rules of Civil Procedure and
10 which, together with the exhibits thereto, sets forth the terms and conditions of the
11 proposed settlement of the Action and the claims alleged in the Consolidated Class
12 Action Complaint for Violations of the Federal Securities Laws, filed on October
13 11, 2016, on the merits and with prejudice (the “Settlement”);

14 B. Pursuant to the Order Granting Preliminary Approval of Class Action
15 Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing
16 on Final Approval of Settlement, entered _____, 2020 (the “Preliminary
17 Approval Order”), the Court scheduled a hearing for _____, 2020, at ____
18 _m. (the “Settlement Hearing”) to, among other things: (i) determine whether the
19 proposed Settlement of the Action on the terms and conditions provided for in the
20 Stipulation is fair, reasonable, and adequate, and should be approved by the Court;
21 (ii) determine whether a judgment as provided for in the Stipulation should be
22 entered; and (iii) rule on Lead Counsel’s Fee and Expense Application;

23 C. The Court ordered that the Notice of Pendency of Class Action,
24 Proposed Settlement, and Motion for Attorneys’ Fees and Expenses (the “Notice”)
25 and a Proof of Claim and Release form (“Claim Form”), substantially in the forms
26 attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be
27 mailed by first-class mail, postage prepaid, on or before ten (10) business days
28 after the date of entry of the Preliminary Approval Order (“Notice Date”) to all

1 potential Settlement Class Members (defined below) who could be identified
2 through reasonable effort, and that a Summary Notice of Pendency of Class
3 Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the
4 "Summary Notice"), substantially in the form attached to the Preliminary
5 Approval Order as Exhibit 3, be published in *The Wall Street Journal* and
6 transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice
7 Date;

8 D. The Notice and the Summary Notice advised potential Settlement
9 Class Members of the date, time, place, and purpose of the Settlement Hearing.
10 The Notice further advised that any objections to the Settlement were required to
11 be served on counsel for the Parties such that they were received by _____,
12 2020;

13 E. The provisions of the Preliminary Approval Order as to notice were
14 complied with;

15 F. On _____, 2020, Lead Plaintiff moved for final approval of the
16 Settlement, as set forth in the Preliminary Approval Order. The Settlement
17 Hearing was duly held before this Court on _____, 2020, at which time all
18 interested Persons were afforded the opportunity to be heard; and

19 G. This Court has duly considered Lead Plaintiff's motion, the affidavits,
20 declarations, memoranda of law submitted in support thereof, the Stipulation, and
21 all of the submissions and arguments presented with respect to the proposed
22 Settlement;

23 NOW, THEREFORE, after due deliberation, IT IS ORDERED,
24 ADJUDGED AND DECREED that:

25 1. This Judgment incorporates and makes a part hereof: (i) the
26 Stipulation filed with the Court on _____, 2020; and (ii) the Notice, which was
27 filed with the Court on _____, 2020. Capitalized terms not defined in this
28 Judgment shall have the meanings set forth in the Stipulation.

1 2. This Court has jurisdiction over the subject matter of the Action and
2 over all Parties to the Action, including all Settlement Class Members.

3 3. The Court hereby affirms its determinations in the Preliminary
4 Approval Order and finally certifies, for purposes of the Settlement only, pursuant
5 to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Settlement
6 Class of: all persons and entities that purchased or otherwise acquired Daimler
7 American Depositary Receipts and/or Global Registered Shares, in the United
8 States, during the period from February 22, 2012 through April 21, 2016, inclusive
9 (the “Class Period”), and were allegedly damaged thereby. Excluded from the
10 Settlement Class are: (i) Defendants; (ii) the Immediate Family Members of the
11 Individual Defendants; (iii) any person who was an officer or director of Daimler
12 during the Class Period; (iv) any firm or entity in which any Defendant has or had
13 a controlling interest; (v) the parents, subsidiaries, and affiliates of Daimler; and
14 (vi) the legal representatives, heirs, beneficiaries, successors, and assigns of any
15 excluded person or entity, in their respective capacities as such. [Also excluded
16 from the Settlement Class are those investors listed on the attached Exhibit A who
17 timely and validly requested exclusion from the Settlement Class in accordance
18 with the requirements set forth in the Notice.]

19 4. Pursuant to Fed. R. Civ. P. 23, and for purposes of the Settlement
20 only, the Court hereby re-affirms its determinations in the Preliminary Approval
21 Order and finally certifies Kansas City as Class Representative for the Settlement
22 Class; and finally appoints the law firm of Labaton Sucharow LLP as Class
23 Counsel for the Settlement Class and Glancy Prongay & Murray LLP as Liaison
24 Counsel for the Settlement Class.

25 5. The Court finds that the mailing and publication of the Notice,
26 Summary Notice, and Claim Form: (i) complied with the Preliminary Approval
27 Order; (ii) constituted the best notice practicable under the circumstances; (iii)
28 constituted notice that was reasonably calculated to apprise Settlement Class

Members of the effect of the Settlement, of the proposed Plan of Allocation, of Lead Counsel's request for an award of attorney's fees and payment of litigation expenses incurred in connection with the prosecution of the Action, of Settlement Class Members' right to object or seek exclusion from the Settlement Class, and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA").

6. [There have been no objections to the Settlement.]

7. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that in light of the benefits to the Settlement Class, the complexity and expense of further litigation, and the costs of continued litigation, said Settlement is, in all respects, fair, reasonable, and adequate, having considered and found that: (a) Lead Plaintiff and Lead Counsel have adequately represented the Settlement Class; (b) the proposal was negotiated at arm's-length; (c) the relief provided for the Settlement Class is adequate, having taken into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Stipulation.

1 8. The Consolidated Class Action Complaint for Violations of the
2 Federal Securities Laws, filed on October 11, 2016 is **DISMISSED IN ITS**
3 **ENTIRETY, WITH PREJUDICE** as of the Effective Date and without costs to
4 any Party.

5 9. The Court finds that during the course of the Action, the Parties and
6 their respective counsel at all times complied with the requirements of Rule 11 of
7 the Federal Rules of Civil Procedure.

8 10. The releases set forth in the Stipulation, together with the definitions
9 contained in the Stipulation relating thereto, are expressly incorporated herein in
10 all respects and are effective as of the Effective Date. Each Settlement Class
11 Member, whether or not such Settlement Class Member executes and delivers a
12 Claim Form, is bound by this Judgment, including, without limitation, the release
13 of claims as set forth in the Stipulation.

14 11. Upon the Effective Date of the Settlement, Lead Plaintiff and each
15 and every other Settlement Class Member, on behalf of themselves and each of
16 their respective heirs, executors, trustees, administrators, predecessors, successors,
17 and assigns, in their capacities as such, shall be deemed to have fully, finally, and
18 forever waived, released, discharged, and dismissed each and every one of the
19 Released Claims against each and every one of the Released Defendant Parties and
20 shall forever be barred and enjoined from commencing, instituting, prosecuting, or
21 maintaining any and all of the Released Claims against any and all of the Released
22 Defendant Parties.

23 12. Upon the Effective Date of the Settlement, Defendants, on behalf of
24 themselves and each of their respective heirs, executors, trustees, administrators,
25 predecessors, successors, and assigns, in their capacities as such, shall be deemed
26 to have fully, finally, and forever waived, released, discharged, and dismissed each
27 and every one of the Released Defendants' Claims against each and every one of
28 the Released Plaintiff Parties and shall forever be barred and enjoined from

1 commencing, instituting, prosecuting, or maintaining any and all of the Released
2 Defendants' Claims against any and all of the Released Plaintiff Parties.

3 13. This Judgment and the Stipulation, whether or not consummated, and
4 any discussion, negotiation, proceeding, or agreement relating to the Stipulation,
5 the Settlement, and any matter arising in connection with settlement discussions or
6 negotiations, proceedings, or agreements, shall not be offered or received against
7 or to the prejudice of any of the Parties or their respective counsel, for any purpose
8 other than in an action to enforce the terms hereof, and in particular:

9 (a) do not constitute, and shall not be offered or received against or
10 to the prejudice of any of the Defendants or the Released Defendant Parties as
11 evidence of, or construed as, or deemed to be evidence of any presumption,
12 concession, or admission by any of the Defendants or the Released Defendant
13 Parties with respect to the truth of any allegation by Lead Plaintiff and the
14 Settlement Class, or the validity of any claim that has been or could have been
15 asserted in the Action or in any litigation, including but not limited to the Released
16 Claims, or of any liability, damages, negligence, fault or wrongdoing of
17 Defendants or any person or entity whatsoever;

18 (b) do not constitute, and shall not be offered or received against or
19 to the prejudice of any of the Defendants or the Released Defendant Parties as
20 evidence of a presumption, concession, or admission of any fault,
21 misrepresentation, or omission with respect to any statement or written document
22 approved or made by any of the Defendants, or against or to the prejudice of Lead
23 Plaintiff, or any other member of the Settlement Class, as evidence of any
24 infirmity in the claims of Lead Plaintiff, or the other members of the Settlement
25 Class;

26 (c) do not constitute, and shall not be offered or received against or
27 to the prejudice of any of the Defendants or the Released Defendant Parties, Lead
28 Plaintiff, any other member of the Settlement Class, or their respective counsel, as

evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants or the Released Defendant Parties, Lead Plaintiff, other members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(d) do not constitute, and shall not be construed against any of the Defendants or the Released Defendant Parties, Lead Plaintiff, or any other member of the Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Lead Plaintiff, or any other member of the Settlement Class that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

14. Notwithstanding the foregoing, any of the Parties may file or refer to this Judgment, the Stipulation, and/or any Claim Form: (i) to effectuate the liability protections granted hereunder, including without limitation to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim; (ii) to enforce any applicable insurance policies and any agreements relating thereto; or (iii) to enforce the terms of the Stipulation and/or this Judgment.

15. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any

1 Person to participate in the distribution of the Net Settlement Fund, shall remain
2 under the authority of this Court.

3 16. In the event that the Settlement does not become effective in
4 accordance with the terms of the Stipulation, then this Judgment shall be rendered
5 null and void to the extent provided by and in accordance with the Stipulation and
6 shall be vacated, and in such event, all orders entered and releases delivered in
7 connection herewith shall be null and void to the extent provided by and in
8 accordance with the Stipulation.

9 17. Without further order of the Court, the Parties may agree to
10 reasonable extensions of time to carry out any of the provisions of the Stipulation.

11 18. The Parties are hereby directed to consummate the Stipulation and to
12 perform its terms.

13 19. A separate order shall be entered regarding Lead Counsel's
14 application for attorneys' fees and payment of expenses as allowed by the Court.
15 A separate order will be entered regarding the proposed Plan of Allocation for the
16 Net Settlement Fund. Such orders shall in no way disturb or affect this Judgment
17 and shall be considered separate from this Judgment.

18 20. Without affecting the finality of this Judgment in any way, this Court
19 hereby retains continuing jurisdiction over: (i) implementation of the Settlement;
20 (ii) the allowance, disallowance or adjustment of any Settlement Class Member's
21 claim on equitable grounds; (iii) disposition of the Settlement Fund; (iv) any
22 applications for attorneys' fees, costs, interest and payment of expenses in the
23 Action; (v) all Parties for the purpose of construing, enforcing and administering
24 the Settlement and this Judgment; and (vi) other matters related or ancillary to the
25 foregoing. There is no just reason for delay in the entry of this Judgment and
26 immediate entry by the Clerk of the Court is expressly directed.

1 DATED this _____ day of _____, 2020

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BY THE COURT:

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Honorable Dale S. Fischer
UNITED STATES DISTRICT JUDGE

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EXHIBIT A
[Those Persons who have validly and timely requested exclusion from the Settlement Class]