

Exhibit 1

EXECUTION VERSION

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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.

MARIA MUNRO, 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

**AGREEMENT REGARDING
AMENDMENTS TO THE
STIPULATION AND AGREEMENT
OF SETTLEMENT**

Judge: Hon. Dale S. Fischer

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

1 This Agreement regarding amendments to the Stipulation and Agreement of
2 Settlement, dated as of April 20, 2020 (the “Stipulation”), in the action *Vancouver*
3 *Alumni Asset Holdings, Inc. v. Daimler AG, et al.*, No. 2:16-cv-02942-DSF-KS,
4 contains binding amendments to the Stipulation to which the Parties have agreed in
5 accordance with Paragraph 53 of the Stipulation.

6 IT IS HEREBY AGREED AS FOLLOWS:

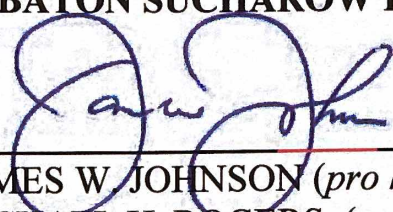
7 1. Paragraph 21 of the Stipulation is hereby modified to state: “Without
8 further approval from Defendants or further order of the Court, Lead Counsel may
9 pay Notice and Administration Expenses reasonably and actually incurred, to the
10 extent that the Notice and Administration Expenses do not exceed three hundred
11 and forty thousand dollars (\$340,000.00). Additional sums for this purpose may be
12 paid from the Settlement Fund upon order of the Court. Taxes and fees related to
13 the Escrow Account and investment of the Settlement Fund may be paid as
14 incurred, without further approval of Defendants or further order of the Court.
15 Defendants shall be responsible for providing any required notice under the Class
16 Action Fairness Act of 2005, if any, at their own expense.”

17 2. Paragraph 26 of the Stipulation is hereby modified to state: “Once
18 Lead Counsel, in consultation with the Claims Administrator, believes it is no
19 longer feasible or economical to make further distributions of the Net Settlement
20 Fund to Authorized Claimants, and has sought Court approval to cease making
21 distributions if required to do so as set forth below, the balance that still remains in
22 the Net Settlement Fund after such re-distribution(s) and after payment of
23 outstanding Notice and Administration Expenses, Taxes, and attorneys’ fees and
24 expenses, if any, shall be contributed, in equal shares, to The Council of
25 Institutional Investors and Consumer Federation of America, or such other non-
26 profit and non-sectarian organization(s) approved by the Court. If the unclaimed
27

1 balance is \$20,000 or more, Lead Counsel must seek Court approval before
2 ceasing to make distributions and making the cy pres donation.”

3 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement
4 Regarding Amendments to the Stipulation and Agreement of Settlement to be
5 executed by their duly authorized attorneys, as of September 14, 2020.

6 **LABATON SUCHAROW LLP**

7
8 By: 

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