

**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 UEPPER, and THOMAS
WEBER,

Defendants.

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

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

Plaintiffs,

v.

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

Defendants.

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

FINAL ORDER AND JUDGMENT

1 As of April 20, 2020, Lead Plaintiff Public School Retirement System of the
2 School District of Kansas City, Missouri (“Lead Plaintiff” or “Kansas City”) on
3 behalf of itself and all other members of the proposed Settlement Class (defined
4 below), on the one hand, and Daimler AG (“Daimler” or the “Company”), Dieter
5 Zetsche, Bodo Uebber, and Thomas Weber (collectively, “Defendants”), on the
6 other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”),
7 as amended by the Parties’ Agreement Regarding Amendments to the Stipulation
8 and Agreement of Settlement, dated September 14, 2020, in the above-titled
9 litigation (the “Action”), which is subject to review under Rule 23 of the Federal
10 Rules of Civil Procedure and which, together with the exhibits thereto, sets forth
11 the terms and conditions of the proposed settlement of the Action and the claims
12 alleged in the Consolidated Class Action Complaint for Violations of the Federal
13 Securities Laws, filed on October 11, 2016, on the merits and with prejudice (the
14 “Settlement”).

15 Pursuant to the Order Granting Preliminary Approval of Class Action
16 Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing
17 on Final Approval of Settlement, entered September 22, 2020 (the “Preliminary
18 Approval Order”), the Court scheduled a hearing for December 14, 2020, at 1:30
19 p.m. (the “Settlement Hearing”) to, among other things: (i) determine whether the
20 proposed Settlement of the Action on the terms and conditions provided for in the
21 Stipulation, as amended, is fair, reasonable, and adequate, and should be approved
22 by the Court; (ii) determine whether a judgment as provided for in the Stipulation,
23 as amended, should be entered; and (iii) rule on Lead Counsel’s Fee and Expense
24 Application.

25 The Court ordered that the Notice of Pendency of Class Action, Proposed
26 Settlement, and Motion for Attorneys’ Fees and Expenses (the “Notice”) and a
27 Proof of Claim and Release form (“Claim Form”), substantially in the forms
28 attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be

1 mailed by first-class mail, postage prepaid, on or before ten business days after the
2 date of entry of the Preliminary Approval Order (“Notice Date”) to all potential
3 Settlement Class Members (defined below) who could be identified through
4 reasonable effort, and that a Summary Notice of Pendency of Class Action,
5 Proposed Settlement, and Motion for Attorneys’ Fees and Expenses (the
6 “Summary Notice”), substantially in the form attached to the Preliminary
7 Approval Order as Exhibit 3, be published in *The Wall Street Journal* and
8 transmitted over *PR Newswire* within 14 calendar days of the Notice Date.

9 The Notice and the Summary Notice advised potential Settlement Class
10 Members of the date, time, place, and purpose of the Settlement Hearing. The
11 Notice further advised that any objections to the Settlement were required to be
12 served on counsel for the Parties such that they were received by November 23,
13 2020.

14 The provisions of the Preliminary Approval Order as to notice were
15 complied with.

16 On November 9, 2020, Lead Plaintiff moved for final approval of the
17 Settlement, as set forth in the Preliminary Approval Order. The Settlement
18 Hearing was duly held before this Court on December 14, 2020, at which time all
19 interested Persons were afforded the opportunity to be heard.

20 This Court has considered Lead Plaintiff’s motion, the affidavits,
21 declarations, supporting memoranda of law, the Stipulation, as amended, and all of
22 the submissions and arguments presented with respect to the proposed Settlement.

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

25 1. This Judgment incorporates and makes a part hereof: (i) the
26 Stipulation, as amended, filed with the Court on April 29, 2020; and (ii) the
27 Notice, which was filed with the Court on November 9, 2020. Capitalized terms
28 not defined in this 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 affirms its determinations in the Preliminary Approval
4 Order and finally certifies, for purposes of the Settlement only, pursuant to Rules
5 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Settlement Class of:
6 all persons and entities that purchased or otherwise acquired Daimler American
7 Depositary Receipts and/or Global Registered Shares, in the United States, during
8 the period from February 22, 2012 through April 21, 2016, inclusive (the “Class
9 Period”), and were allegedly damaged thereby. Excluded from the Settlement
10 Class are: (i) Defendants; (ii) the Immediate Family Members of the Individual
11 Defendants; (iii) any person who was an officer or director of Daimler during the
12 Class Period; (iv) any firm or entity in which any Defendant has or had a
13 controlling interest; (v) the parents, subsidiaries, and affiliates of Daimler; and (vi)
14 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 have requested exclusion from the Settlement Class, although none have
18 established that they are members of the Settlement Class and the Court makes no
19 findings as to whether they are members of the Settlement Class. All others falling
20 within the Settlement Class are deemed Settlement Class Members bound by the
21 terms of the Settlement and the Judgment entered in this case.

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

1 5. The Court finds that the mailing and publication of the Notice,
2 Summary Notice, and Claim Form: (i) complied with the Preliminary Approval
3 Order; (ii) constituted the best notice practicable under the circumstances; (iii)
4 constituted notice that was reasonably calculated to apprise Settlement Class
5 Members of the effect of the Settlement, of the proposed Plan of Allocation, of
6 Lead Counsel's request for an award of attorney's fees and payment of litigation
7 expenses incurred in connection with the prosecution of the Action, of Settlement
8 Class Members' right to object or seek exclusion from the Settlement Class, and of
9 their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and
10 sufficient notice to all Persons entitled to receive notice of the proposed
11 Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal
12 Rules of Civil Procedure, the United States Constitution (including the Due
13 Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934,
14 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform
15 Act of 1995 (the "PSLRA").

16 6. There has been one objection to administrative aspects of the
17 Settlement by Siobhan Esposito, who reports that she received her notice packet
18 on December 1, 2020. For the reasons set forth above, Ms. Esposito's objection to
19 the timing of her notice and the description of the Settlement Class is overruled.

20 7. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure,
21 this Court approves the Settlement and finds that in light of the benefits to the
22 Settlement Class, the complexity and expense of further litigation, and the costs of
23 continued litigation, said Settlement is, in all respects, fair, reasonable, and
24 adequate, having considered and found that: (a) Lead Plaintiff and Lead Counsel
25 have adequately represented the Settlement Class; (b) the proposal was negotiated
26 at arm's-length; (c) the relief provided for the Settlement Class is adequate, having
27 taken into account (i) the costs, risks, and delay of trial and appeal; (ii) the
28 effectiveness of any proposed method of distributing relief to the Settlement Class,

1 including the method of processing Settlement Class Member claims; (iii) the
2 terms of any proposed award of attorneys' fees, including timing of payment; and
3 (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the
4 proposed Plan of Allocation treats Settlement Class Members equitably relative to
5 each other. Accordingly, the Settlement is approved in all respects unless
6 inconsistent with this Judgment and shall be consummated in accordance with the
7 terms and provisions of the Stipulation, as amended.

8 8. The Consolidated Class Action Complaint for Violations of the
9 Federal Securities Laws, filed on October 11, 2016 is dismissed in its entirety,
10 with prejudice as of the Effective Date and without costs to any Party.

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

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

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

1 12. On the Effective Date of the Settlement, Defendants, on behalf of
2 themselves and each of their respective heirs, executors, trustees, administrators,
3 predecessors, successors, and assigns, in their capacities as such, shall be deemed
4 to have fully, finally, and forever waived, released, discharged, and dismissed each
5 and every one of the Released Defendants' Claims against each and every one of
6 the Released Plaintiff Parties and shall forever be barred and enjoined from
7 commencing, instituting, prosecuting, or maintaining any and all of the Released
8 Defendants' Claims against any and all of the Released Plaintiff Parties.

9 13. This Judgment and the Stipulation, as amended, whether or not
10 consummated, and any discussion, negotiation, proceeding, or agreement relating
11 to the Stipulation, as amended, the Settlement, and any matter arising in
12 connection with settlement discussions or negotiations, proceedings, or
13 agreements, shall not be offered or received against or to the prejudice of any of
14 the Parties or their respective counsel, for any purpose other than in an action to
15 enforce the terms hereof, and in particular:

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

25 (b) do not constitute, and shall not be offered or received against or
26 to the prejudice of any of the Defendants or the Released Defendant Parties as
27 evidence of a presumption, concession, or admission of any fault,
28 misrepresentation, or omission with respect to any statement or written document

1 approved or made by any of the Defendants, or against or to the prejudice of Lead
2 Plaintiff, or any other member of the Settlement Class, as evidence of any
3 infirmity in the claims of Lead Plaintiff, or the other members of the Settlement
4 Class;

5 (c) do not constitute, and shall not be offered or received against or
6 to the prejudice of any of the Defendants or the Released Defendant Parties, Lead
7 Plaintiff, any other member of the Settlement Class, or their respective counsel, as
8 evidence of a presumption, concession, or admission with respect to any liability,
9 damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for
10 any other reason against or to the prejudice of any of the Defendants or the
11 Released Defendant Parties, Lead Plaintiff, other members of the Settlement
12 Class, or their respective counsel, in any other civil, criminal, or administrative
13 action or proceeding, other than such proceedings as may be necessary to
14 effectuate the provisions of the Stipulation, as amended;

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

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

25 14. Notwithstanding the foregoing, any of the Parties may file or refer to
26 this Judgment, the Stipulation, as amended, and any Claim Form: (i) to effectuate
27 the liability protections granted by this Judgment, including without limitation to
28 support a defense or counterclaim based on principles of *res judicata*, collateral

1 estoppel, release, good-faith settlement, judgment bar or reduction, or any theory
2 of claim preclusion or issue preclusion or similar defense or counterclaim; (ii) to
3 enforce any applicable insurance policies and any agreements relating thereto; or
4 (iii) to enforce the terms of the Stipulation, as amended, and this Judgment.

5 15. The administration of the Settlement, and the decision of all disputed
6 questions of law and fact with respect to the validity of any claim or right of any
7 Person to participate in the distribution of the Net Settlement Fund, shall remain
8 under the authority of this Court.

9 16. In the event that the Settlement does not become effective in
10 accordance with the terms of the Stipulation, as amended, then this Judgment shall
11 be rendered null and void to the extent provided by and in accordance with the
12 Stipulation, as amended, and shall be vacated, and in such event, all orders entered
13 and releases delivered in connection herewith shall be null and void to the extent
14 provided by and in accordance with the Stipulation, as amended.

15 17. Without further order of the Court, the Parties may agree to
16 reasonable extensions of time to carry out any of the provisions of the Stipulation,
17 as amended.

18 18. The Parties are hereby directed to consummate the Stipulation, as
19 amended, and to perform its terms.

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

25 20. Without affecting the finality of this Judgment in any way, this Court
26 retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the
27 allowance, disallowance or adjustment of any Settlement Class Member's claim
28 on equitable grounds; (iii) disposition of the Settlement Fund; (iv) any applications

1 for attorneys' fees, costs, interest and payment of expenses in the Action; (v) all
2 Parties for the purpose of construing, enforcing and administering the Settlement
3 and this Judgment; and (vi) other matters related or ancillary to the foregoing.

4 IT IS SO ORDERED.

5 DATED: December 23, 2020



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7 Honorable Dale S. Fischer
8 UNITED STATES DISTRICT JUDGE
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EXHIBIT A

1. Sharon McGinnis, Colorado Springs, CO
2. Ruth Hilliard, Oderton, MD
3. Beatrice T. Kovacs, Swanton, OH