

Exhibit 1

EXECUTION VERSION

1 GLANCY PRONGAY
& MURRAY LLP
2 JOSHUA L. CROWELL (295411)
1925 Century Park East
3 Suite 2100
Los Angeles, CA 90067
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

9
10 (additional counsel listed in signature
11 block)

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*)
MARGARET SCHMIDT (*pro hac vice*)
140 Broadway
New York, NY 10005
Telephone: (212) 907-0700
Facsimile: (212) 818-0477
jjohnson@labaton.com
mrogers@labaton.com
ivasilchenko@labaton.com
jchristie@labaton.com
mschmidt@labaton.com

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
HOLDINGS INC., Individually and on
15 Behalf of All Others Similarly Situated,

16 Plaintiffs,

17 v.

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

20 Defendants.

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

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

Judge: Hon. Dale S. Fischer

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

22 Plaintiffs,

23 v.

24 DAIMLER AG, DIETER ZETSCHE,
25 BODO UEPPER, and THOMAS
26 WEBER,

27 Defendants.
28

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
9 By: 

JAMES W. JOHNSON (*pro hac vice*)
MICHAEL H. ROGERS (*pro hac vice*)
IRINA VASILCHENKO (*pro hac vice*)
JAMES T. CHRISTIE (*pro hac vice*)
MARGARET SCHMIDT (*pro hac vice*)

10
11
12 140 Broadway
13 New York, New York 10005
14 Telephone: (212) 907-0700
15 Facsimile: (212) 818-0477
16 jjohnson@labaton.com
17 mrogers@labaton.com
18 ivasilchenko@labaton.com
jchristie@labaton.com
mschmidt@labaton.com

19 *Attorneys for Lead Plaintiff and the*
20 *Settlement Class*

21 **LATHAM & WATKINS LLP**

22
23
24 By: 

PETER A. WALD (85705)
CHRISTOPHER TURNER (*pro hac vice*)
505 Montgomery Street, Suite 2000
San Francisco, California 94111
Telephone: (415) 391-0600
peter.wald@lw.com
christopher.turner@lw.com

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Telephone: (415) 391-0600
peter.wald@lw.com
christopher.turner@lw.com