

EXHIBIT A

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Pursuant to Paragraph 12.3 of the Class Action Settlement Agreement and Release (Dkt. 63-1), the Parties, through undersigned counsel, consent to following modifications:

1. DEFINITIONS

1.15 “Litigation Claims” means the claims asserted by Plaintiffs in the three actions constituting this Litigation, involving mold/mildew and/or other odors emanating from the HVAC systems in the Subject Vehicles, and only those claims related to those Vehicles.

1.25 “Settlement Class” means all current and former owners and lessees of Subject Vehicles who purchased or leased their Subject Vehicles in the United States. Excluded from the Settlement Class are:

- a) Persons who have settled with, released, or otherwise had claims adjudicated on the merits against Defendants arising from the same core allegations or circumstances as the Litigation Claims, involving mold/mildew and/or other odors emanating from the HVAC systems in the Subject Vehicles, and only those claims related to those Vehicles, except that such persons shall remain eligible to receive Qualified Future Repairs and reimbursement for Qualified Past Repairs (both subject to applicable limitations and proof requirements) occurring after the date of such settlement, release, or adjudication on the merits;
- b) Employees of Defendants; and
- c) The Honorable Terry J. Hatter, Jr., the Honorable Rozella A. Oliver, the Honorable Amy Totenberg, the Honorable Madeline Cox Arleo, the Honorable Michael A. Hammer, and members of their respective families.

3. BACKGROUND

3.1 On May 9, 2016, a class action complaint, *Bhatt et al. v. Mercedes-Benz USA, LLC et al.*, was filed by Plaintiffs Bhatt, Amin, Patel, and former plaintiff Lisa Ruh against MBUSA in the United States District Court for the Central District of California alleging, on

behalf of a putative California class, that the HVAC systems in certain Mercedes-Benz vehicles are claimed defective in that, during normal and expected conditions, the HVAC System fails to properly evaporate or drain the condensation that accumulates within the system, creating a moist, hospitable environment for the growth of bacteria, fungus, mold, and spores and other substances, which then are blown into the passenger cabin when the HVAC System is in use, resulting in odors.

6. RELEASE

6.1 Upon the entry of the Final Order and Judgment, Plaintiffs and each Settlement Class Member, on behalf of themselves and their current and former/predecessor agents, heirs, executors and administrators, successors, assigns, insurers, attorneys, representatives, shareholders, and any and all persons who in the future seek to claim through or in the name or right of any of them (the “Releasing Parties”), release and forever discharge (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), Defendants and each of their current or former administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates (including without limitation Mercedes-Benz US International), and all other entities, including without limitation manufacturers, suppliers, and distributors (including wholesale and retail distributors), and affiliated dealerships, and all of the foregoing persons’ or entities’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, representatives, as well as their insurers (collectively, the “Released Parties”) from each and every claim of liability, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state, that were or could have been made regarding or related to the Litigation Claims (*i.e.*, concerning mold/mildew and/or other odors emanating from the HVAC systems in the Subject Vehicles, and only those claims related to those Vehicles), but not including claims for personal injury, wrongful death, or emotional distress (the “Released Claims”).

6.4 The release includes all claims that the Releasing Parties have or may hereafter discover including, without limitation, claims, injuries, damages, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this settlement. The Releasing Parties have fully, finally, and forever settled and released any and all such claims, injuries, damages, or facts, whether known or unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether or not concealed or hidden, which exist, could exist in the future, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future related to matters arising from or in any way related to, connected with, or resulting from the Litigation Claims (*i.e.*, concerning mold/mildew and/or other odors emanating from the HVAC systems in the Subject Vehicles, and only those claims related to those Vehicles), including, but not limited to, conduct which is negligent, reckless, willful, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

6.7 In the event that any Releasing Party seeks to invoke California Civil Code § 1542, which provides that:

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.

(or any other like provision or principle of law of any jurisdiction) in connection with the Litigation Claims (*i.e.*, concerning mold/mildew and/or other odors emanating from the HVAC systems in the Subject Vehicles, and only those claims related to those Vehicles), the Releasing Parties and each of them expressly waive the provision of California Civil Code § 1542 (or any other like provision or principle of law of any jurisdiction) to the full extent that these provisions may be applicable to this release. Each of the Releasing Parties hereby does, and shall be deemed to, have considered the possibility that the number or magnitude of all claims may not

currently be known; nevertheless, each of the Releasing Parties assumes the risk that claims and facts additional, different, or contrary to the claims and facts that each believes or understands to exist may now exist or may be discovered after the settlement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary claims and facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect. Nothing in this paragraph shall be construed as modifying or limiting the other provisions of the settlement concerning the potential availability of claims. Nothing in this paragraph shall be construed as waiving or releasing any personal injury, wrongful death, or emotional distress claims.

Dated: 7/15/20

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

By: _____

Jonathan D. Selbin
Attorneys for Plaintiffs

Dated: July 15, 2020

SQUIRE PATTON BOGGS (US) LLP

By: Eric J. Knapp

Eric J. Knapp
Attorneys for Defendants