

## LITIGATION MANAGEMENT AGREEMENT

### RECITALS

- A. This Litigation Management Agreement (“the Agreement”) binds all individuals who have instructed Leigh Day to act on their behalf (the Daimler Claimants) in respect of the Daimler/Mercedes Emissions Litigation, (“the litigation”) to commence group litigation to seek compensation and whose instructions have been accepted by Leigh Day.
- B. This agreement provides a mechanism by which Leigh Day can obtain instructions on behalf of the many thousands of Leigh Day Clients who form part of the litigation and governs the relationship between the Daimler Claimants and Leigh Day.

### PROVISIONS

1. A Claimant Committee is hereby established
- comprised of:
- |       |               |                          |
|-------|---------------|--------------------------|
| (i)   | Claimant No.1 | <b>Richard Barnes</b>    |
| (ii)  | Claimant No.2 | <b>William David Lee</b> |
| (iii) | Claimant No.3 | <b>Upali De Soyza</b>    |
| (iv)  | Claimant No.4 | <b>Adam Kamenetzky</b>   |
| (v)   | Claimant No.5 | <b>Martin Usher</b>      |
2. The Daimler Claimants hereby appoint the Committee to be their representative in respect of the conduct of the litigation and empower the Committee to enter into any such agreements as are necessary for the funding of the litigation and the procuring of insurance as against adverse costs risk.
3. In appointing the Committee as representatives in respect of the conduct of the litigation, the Daimler Claimants irrevocably grant the Committee the power to:
- (i) Provide instructions to Leigh Day and any Solicitors appointed either by the Court or by agreement to the Daimler Emissions Litigation Steering Committee, (“the Solicitors”) to settle the litigation on any such terms as the Committee deems fit;

- (ii) Discontinue any and all claims;
- (iii) Instruct barristers, experts and incur any such disbursements as are necessary for the conduct of the litigation;
- (iv) Provide instructions to the Solicitors as to the distribution of global damages between the parties to this Agreement in the event of settlement on a global basis; and
- (v) Take any necessary and lawful steps to prosecute the claims of all parties to successful conclusion.

4. The Committee shall operate as follows:

- a) Leigh Day will keep the Committee fully briefed on all developments by providing regular reports
- b) Meetings of the Committee will take place every two months. Extraordinary meetings will take place as and when necessary, and as far as possible, with a minimum of 48 hours' notice.
- c) The Committee shall have a quorum of three and meetings must be held together with Leigh Day;
- d) Decisions of the Committee shall be by majority vote and similarly, the initial five members of the Committee may appoint additional members to the Committee by majority vote;
- e) A person shall cease to be a member of the Committee if he or she resigns, dies or becomes incapable of managing his or her affairs, has a bankruptcy or insolvency order made against him or her or if a majority of the Committee, with the agreement of Leigh Day, vote to remove the member;
- f) The Chairman of the Committee shall have the casting vote in the event of any tie;
- g) The Committee shall keep minutes of its meetings, to be prepared and maintained by Leigh Day, and shall approve the same at each subsequent meeting;
- h) In the providing of instructions to the Solicitors as to the making or acceptance of offers of settlement, or of the distribution of global damages, no decisions can be made unless the Solicitors have recommended the course of action to the Committee;

Privileged and confidential

- i) The Committee shall ensure that Leigh Day communicate with all Daimler Claimants in a timely manner in respect of the general progress of the litigation.
  - j) The Committee should not receive any remuneration but, will be reimbursed for approved expenses should travel to meetings be required.
  - k) Reasonable care and skill is to be applied by the Committee in carrying out their duties, however the Committee will not be liable to the Solicitors, their funders, their insurers or the Claimants for errors of judgment or for anything in the performance of duties over and above those responsibilities and duties which apply to all Claimants under the Claimants' Conditional Fee Arrangements.
5. This agreement shall commence from **21st October 2020**
6. Each party to this Agreement may cancel it within 14 days of the date of adherence. Notices of cancellation shall be provided by email to [BMichalowska@leighday.co.uk](mailto:BMichalowska@leighday.co.uk).
7. Each member of the committee shall keep confidential all information and documentation received in their capacity as a Claimant Committee member.
8. This Agreement shall be governed by the law of England and Wales and any disputes arising from it shall be referred to arbitration by a Queen's Counsel nominated by the Chairman of the Bar of England and Wales.

**Signed by**

**Claimant Committee member:** .....

**Name:** .....  
*[please print name]*

**Date signed:** .....

Signed by the authorised representative of Leigh Day.



**Bozena Michalowska-Howells, Partner**  
**Leigh Day, 21st October 2020**