

INDIVIDUAL RELEASE OF CLAIMS

*In re Mercedes-Benz Emissions Litigation
Case No. 16-cv-881 (D.N.J.)*

MUST BE COMPLETED BY CLASS MEMBER PRIOR TO RECEIVING ANY CLASS MEMBER PAYMENT

1. In exchange for the Class Member Payment¹ that Daimler AG and Mercedes-Benz USA, LLC (the “Mercedes Defendants”) and Robert Bosch GmbH and Robert Bosch LLC (the “Bosch Defendants”) have agreed to provide to me, should the Settlement Administrator determine I am eligible to receive the Class Member Payment under the class action settlement agreements in this case² (the “Class Action Agreements”), the sufficiency of which I hereby acknowledge, I, on behalf of myself and my agents, heirs, executors and administrators, successors, assigns, insurers, attorneys (including any of my attorneys who are not Class Counsel), representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them, hereby fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, that I may have, purport to have, or may hereafter have against any Released Party arising out of, in whole or in part, or in any way related to the BlueTEC Diesel Matter, except for claims of personal injury or wrongful death (the “Released Claims,” as defined more fully in Section 10.3 of the Class Action Agreements).
2. “BlueTEC Diesel Matter” means all claims arising from or in any way relating to: (1) the design, manufacture, assembly, testing, development, installation, performance, presence, disclosure, or nondisclosure of any auxiliary emission control device (“AECDC”) (as defined in 40 C.F.R. § 86.1803-01) or defeat device (as defined in 40 C.F.R. § 86.1803-01 or 42 U.S.C. § 7522(a)(3)(B)) in any Subject Vehicle, as that term is defined in the Class Action Agreements; (2) the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles, including Diesel Exhaust Fluid and associated equipment, Selective Catalytic Reduction systems, electronic control units, and emission-related software programming, coding, and calibrations; (3) overpayment or diminution in value related to the design, manufacture, assembly, testing, development, installation, or

¹ The terms “Action,” “Class Counsel,” “Class Member Payment,” “Court,” “Final Approval Order,” “Release,” “Released Claims,” and “Settlement Administrator,” “Valid Claim,” and any other term not specifically defined herein, have the meanings given to them in the Class Action Agreements. A copy of each Class Action Agreement is available at mbbluetecsettlement.com.

² D.E. 299-2, Ex. A (settlement with Mercedes Defendants); D.E. 306-2, Ex. A (settlement with Bosch Defendants).

performance of emission control equipment and methods and related hardware or software in Subject Vehicles; (4) the actual or alleged noncompliance of any Subject Vehicle with state or federal environmental or emissions standards; (5) the marketing or advertisement of the emissions or environmental characteristics or performance of any Subject Vehicle, including as clean diesel, clean, low emissions, green, environmentally friendly, and/or compliant with state or federal environmental or emissions standards; (6) the marketing or advertisement of the fuel efficiency, fuel economy, mileage, power, drivability, or performance of any Subject Vehicle, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods, and related hardware or software; (7) any badges, signage, or BlueTEC labels on the Subject Vehicles, including any badges or signage placed on the Subject Vehicles at the point of sale or in an advertisement; (8) performance of the AEM in a Subject Vehicle, exclusive of the Extended Modification Warranty and any “Lemon Law” protections available to Class Members; (9) whether the Subject Vehicles meet or exceed (or met or exceeded) consumer expectations, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment, and methods and related hardware or software; or (10) the subject matter of the Action as well as events or allegations related to the Action, with respect to the Subject Vehicles. Without limiting the foregoing, “BlueTEC Diesel Matter” includes allegations that (i) are related to any Subject Vehicle, (ii) relate to conduct by a Released Party that predates the date of the Class Action Settlements, and (iii) formed or relate to the factual basis for a claim that was made or could have been made in the Complaint. As used in this Individual Release, “Released Party” and “Released Parties” includes the Mercedes Defendants and Bosch Defendants, and any other Person included in the definition of those terms in the Class Action Agreements.

3. This Individual Release shall become effective and binding immediately upon my receipt of the Class Member Payment made to me under the Class Action Agreements. I expressly understand and acknowledge that the Settlement Administrator will make final and unreviewable decisions regarding the Class Member Payment under the Class Action Settlements, and that this Individual Release remains effective and binding even if I disagree with the amount of my Class Member Payment. It is expressly understood and agreed that this is a compromise of a disputed claim and that the Mercedes Defendants and Bosch Defendants have denied and continue to deny that they are in any way liable or responsible for the alleged conduct and damages claimed in the Action. Neither the Class Action Agreements, the compromise of the Action, this Individual Release, nor any act performed or document executed pursuant to or in furtherance of this Individual Release or the Class Action Agreements is, may be deemed to be, or may be used as an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of Released Parties; or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. If, for any reason, I receive the Class Member Payment under one Class Action Agreement but not the other, this Individual Release shall be immediately effective and binding as to the Released Claims against the Released Parties as those terms are defined by the Class Action Agreement under which I receive the Class Member Payment.

4. This Individual Release supplements the Release and associated provisions set forth in Section 10 of the Class Action Agreements. It does not supersede them.
5. I expressly understand and acknowledge that this Individual Release applies to claims of which I might not presently be aware. I expressly understand and acknowledge Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**” I acknowledge that I am aware of the contents and effect of Section 1542 of the California Civil Code and have considered the possibility that the number, nature, or magnitude of all claims may not currently be known. To ensure that this Individual Release is interpreted fully in accordance with its terms, I expressly waive and relinquish any and all rights and benefits that I may have under Section 1542 of the California Civil Code to the extent that such section may be applicable to the Individual Release and likewise expressly waive and relinquish any rights or benefits of any law of any state, territory, county, municipality, or city of the United States, federal law or principle of common law, or of international, foreign, or tribal law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Civil Code to the extent that such laws or principles may be applicable to the Individual Release.
6. **I expressly understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that I now know or believe to be true, related to the BlueTEC Diesel Matter, the Released Claims, and/or the Individual Release. Nevertheless, it is my intention to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all Released Claims which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding).** This includes, without limitation, any claims I have or may have with respect to the BlueTEC Diesel Matter under the Trade Regulation Rule Concerning the Preservation of Consumers’ Claims and Defenses, 16 C.F.R. § 433.2 (the “Holder Rule”).
7. This Individual Release shall remain effective regardless of any judicial, quasi-judicial, arbitral, administrative, regulatory, or other decision relating to the liability of any Released Party in connection with the BlueTEC Diesel Matter and shall be binding on me immediately upon my receipt of the Class Member Payment made to me under the Class Action Agreements. If, for any reason, I receive the Class Member Payment under one Class Action Agreement but not the other, this Individual Release shall be immediately effective and binding as to the Released Claims against the Released Parties as those terms are defined by the Class Action Agreement under which I receive the Class Member Payment. For the avoidance of doubt, this Individual Release shall remain effective even if the Court does not enter the Final Approval Order, the Final Approval Order is reversed and/or vacated on appeal, or if the Class Action Agreements are abrogated or otherwise voided in whole or in part.
8. This Individual Release waives or releases any right to receive further monetary compensation beyond the Class Member Payment under the Class Action Agreements or to pursue additional benefits under the Class Action Agreements, or in any other manner relating to the BlueTEC Diesel Matter, except to the extent I submit a Valid Claim for another vehicle I own or lease (or formerly owned or leased) that is eligible for compensation under the Class Action Agreements.

9. This Individual Release, and any dispute arising out of or related to this Individual Release, shall be governed by and interpreted according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto, and the laws of the State of New Jersey notwithstanding its conflict of law provisions. Once it becomes binding on me, this Individual Release will be binding upon my successors, transferees, and assigns.
10. In the event that I am not bound by the Release in the Class Action Agreements, any matters concerning this Individual Release, including any disagreement as to whether this Individual Release is effective, shall be settled by binding arbitration. The arbitrator shall award to the prevailing party all of its attorneys' fees and costs, and its share of the costs and administrative fees due to the arbitrator.
11. I expressly agree that this Individual Release is, and may be raised as, a complete defense to, and will preclude, any lawsuit, action, or other proceeding involving claims encompassed by this Individual Release. I shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding against the Released Parties with respect to the claims, causes of action, and/or any other matters subject to this Individual Release. To the extent that I have initiated, or caused to be initiated, any suit, action, or proceeding subject to this Individual Release that is not already encompassed by the Action, I shall promptly cause my claims in any such suit, action, or proceeding to be dismissed with prejudice. If I commence, file, initiate, or institute any legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice at my cost; (2) any refusal or failure to immediately dismiss such claims shall provide a basis for any Released Party to seek an injunction, sanctions, or other appropriate relief; and (3) the respective Released Party shall be entitled to recover any and all reasonable related costs and expenses from me arising as a result of my breach of my obligations under this Individual Release.
12. I represent and warrant that I have carefully read and understand this Individual Release and that I executed it freely, voluntarily, and without being pressured or influenced by, or relying on, any statement or representation made by any person or entity acting on behalf of any Released Party. I certify that I understand that I have the right to consult with an attorney of my choice before signing this Individual Release.
13. I represent and warrant that I have authority to execute this Individual Release and that I am the sole and exclusive owner of all claims that I am releasing pursuant to this Individual Release. I acknowledge that I have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the BlueTEC Diesel Matter, including without limitation, any claim for benefits, proceeds, or value under the Action or the BlueTEC Diesel Matter. I am not aware of anyone other than myself claiming any interest, in whole or in part, in any benefits, proceeds, or values to which I may be entitled as a result of the Action or BlueTEC Diesel Matter. I agree to hold the Released Parties harmless and agree to indemnify and defend the Released Parties from all claims, liability, loss, cost, or expense, including attorney fees, incurred in the future due to the assertion by anyone of any claim, including any claim for damages, based on such person's alleged ownership of, or interest in, the claims that I am releasing pursuant to this Individual Release.

14. I agree that if any of the consideration received for this Individual Release is construed to be income, it is my sole responsibility to pay taxes on the amount construed to be income and I agree to indemnify and hold all Released Parties harmless on any claim of liability for such taxes, penalties, or interest.

15. If any term, provision, promise, or condition of this Individual Release is determined by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, in whole or in part, under any present or future law, the remainder of this Individual Release shall remain in full force and effect and shall in no way be affected, impaired, or invalidated to the maximum extent permitted by law.

I acknowledge that I have read and understand this Individual Release and that I have freely executed it by signing below.

Date: _____ Signature: _____

Printed Name: _____