

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

IN RE: DEERE & COMPANY REPAIR
SERVICES ANTITRUST LITIGATION

MDL No. 3030

Case No.: 3:22-cv-50188

Hon. Iain D. Johnston

**ADDENDUM TO THE SETTLEMENT
AGREEMENT DATED MARCH 6, 2026**

Pursuant to Paragraph 52 of the Settlement Agreement dated March 6, 2026 (the “Settlement Agreement”), which was preliminarily approved by the Court on May 18, 2026, this Addendum is entered this 27th day of July, 2026 by and between Defendant Deere & Company (“Deere”) and Interim Co-Lead Class Counsel (collectively, the “Parties”).

RECITATIONS

WHEREAS, on or about March 6, 2026, the Parties entered into the Settlement Agreement.

WHEREAS, on or about July 8, 2026, the Federal Trade Commission (“FTC”), the attorneys general of five states, and Deere subsequently entered a Stipulated Order for Permanent Injunction and Other Relief resolving a related action challenging Deere’s alleged misconduct in connection with access to repair resources for Deere agricultural equipment. *See FTC v. Deere & Co.*, 3:25-cv-50017 (N.D. Ill.), Dkt. No. 260-1 (the “FTC Settlement”).

WHEREAS, the Parties desire to clarify the interplay between the Settlement Agreement and the FTC Settlement.

NOW, THEREFORE, in consideration of the above recitations, which are hereby acknowledged to be true and correct and made part of this Addendum, it is agreed as follows:

1. A new paragraph 54 should be added to the Settlement Agreement, which reads as follows:

The parties agree that, despite minor differences in language used, the repair resources covered by the injunctive provisions in this Settlement and the Stipulated Order for Permanent Injunction and Other Relief between Deere and the FTC (the “FTC Settlement”) are the same in substance and meaning. However, for the avoidance of doubt, the parties agree that the scope of repair resources covered by this Settlement and the FTC Settlement shall be interpreted identically.

2. The Settlement Agreement is otherwise unchanged.

3. This Addendum shall become effective upon execution by all Parties. This Addendum may be executed in counterparts, and a facsimile or Portable Document Format (.pdf) image of a signature shall be deemed an original signature for purposes of executing this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the parties to this Agreement shall exchange among themselves original signed counterparts and a complete set of executed counterparts shall be filed with the Court.

Dated: July 27, 2026

Respectfully submitted:

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