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

JOINT DECLARATION OF CO-LEAD COUNSEL IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

Pursuant to 28 U.S.C. § 1746, we, Adam J. Zapala, Daniel C. Hedlund, and Kenneth A. Wexler (collectively, "Co-Lead Counsel"), declare as follows:

1. We submit this Joint Declaration based upon our personal knowledge and our active involvement in the investigation, prosecution, management, and resolution of this Action. We are familiar with the proceedings and the work performed by Class Counsel (defined *infra* ¶ 7) in prosecuting the above-captioned action ("Action"). If called as witnesses, we could and would testify competently to the matters set forth herein.

2. Adam J. Zapala is a partner at Cotchett, Pitre & McCarthy, LLP ("CPM") and is duly licensed to practice law in California.

3. Daniel C. Hedlund is a partner at Gustafson Gluek PLLC ("Gustafson") and is duly licensed to practice law in Minnesota.

4. Kenneth A. Wexler is the managing partner of Wexler Boley & Elgersma LLP ("WBE") and is duly licensed to practice law in Illinois.

5. We make this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards in connection with the

proposed settlement ("Settlement") reached with Defendant Deere & Company ("Deere") in this Action.

6. We have collectively served as lead or co-lead counsel in numerous class actions and have substantial experience litigating complex civil matters, particularly antitrust class actions.

7. Co-Lead Counsel engaged in substantial pre-filing investigative and evaluative work on the case beginning in or around 2021 and filed the first complaint on January 12, 2022. On September 2, 2022, the Court appointed CPM, Gustafson, and WBE as Interim Co-Lead Counsel for Plaintiffs. Dkt. Nos. 66, 73. The Court also appointed Foote, Mielke, Chavez & O'Neil, LLC to serve as Interim Liaison Counsel and Williams McCarthy LLP to serve as Interim Local Facilitating Counsel, and it appointed attorneys from several additional firms to an Interim Plaintiffs' Steering Committee. *Id.* Co-Lead Counsel, together with Liaison Counsel, Local Facilitating Counsel, the Plaintiffs' Steering Committee, and several other firms (collectively, "Class Counsel"), have worked together to investigate and prosecute this Action on behalf of Plaintiffs and the proposed class. Consol. Amend. Class Action Compl. (Dkt. No. 85) ¶ 190.

8. The purpose of this Declaration is to provide the Court with a detailed account of the prosecution of this Action and the work performed by Class Counsel; the nature, scope, and complexity of that work; Co-Lead Counsel's management and coordination of the litigation; the time devoted to prosecuting the Action; the costs and expenses incurred for the benefit of the class; and the contributions made by the Class Representatives. We also describe the procedures Co-Lead Counsel implemented to assign and supervise work, monitor attorney time, control expenses, and avoid unnecessary duplication of work among the Class Counsel participating in the litigation.

I. SUMMARY OF THE LITIGATION, WORK PERFORMED, AND RESULT

9. This Action was litigated vigorously, on a fully contingent basis, for more than three years before the Parties reached the proposed Settlement. During that period, Class Counsel investigated and developed Plaintiffs' claims; outlined those claims and theories of liability in a coherent 73-page Consolidated Class Action Complaint; briefed, argued, and defeated Deere's motion for judgment on the pleadings; conducted extensive party and third-party discovery; litigated significant discovery disputes; engaged in substantial expert work, including but not limited to statistical and economic analyses of the industry; coordinated extensively with the Federal Trade Commission ("FTC") in related government proceedings; developed a substantial expert record in support of class certification; prepared for class-certification proceedings; and engaged in protracted and hard-fought settlement negotiations resulting in monetary and non-monetary relief; among many other tasks.

10. Discovery was extensive and technically demanding. Deere produced over two million pages of documents, Plaintiffs served dozens of subpoenas on Deere-authorized dealers ("Dealers") and other third parties, and Class Counsel obtained and analyzed substantial structured and transactional data relevant to liability, impact, and damages. Plaintiffs also took myriad depositions of Deere's current and former employees, while Deere deposed each named Plaintiff; the Parties also conducted various third-party depositions. This work required substantial document review, data analysis, meet-and-confer efforts, motion practice, witness preparation, and coordination among Class Counsel.

11. Expert work likewise required Class Counsel to integrate the extensive factual and data record developed during discovery. On August 13, 2025, Plaintiffs served Dr. Russell L. Lamb's combined class-certification and merits report, which exceeded 160 pages and addressed

market definition, market power, competitive effects, classwide impact, and damages. Plaintiffs were preparing to proceed through expert discovery, *Daubert* proceedings, and contested class-certification briefing when settlement discussions overtook that schedule.

12. With respect to the settlement process, the Parties participated in numerous mediation sessions before the Honorable Layn R. Phillips (Ret.) and his colleagues. Judge Phillips is a nationally renowned mediator and has mediated thousands of highly complex and notable cases. Judge Phillips oversaw the settlement process all the way to the end. The case did not settle in the first mediation session. Instead, negotiations continued for many months, ultimately culminating in agreement on the principal settlement terms on December 10, 2025. The Parties then requested a stay of the litigation while counsel continued negotiating and documenting the detailed terms of the resolution, resulting in execution of the full Settlement Agreement on March 6, 2026.

13. The Parties later negotiated an Addendum to the Settlement Agreement to clarify the interplay between the Settlement Agreement and the July 8, 2026 settlement of the related action the FTC and state enforcers had filed against Deere, *Federal Trade Commission, et al. v. Deere & Company*, No. 3:25-cv-50017 (N.D. Ill.) ("Government Action").

14. The Settlement requires Deere to pay $99 million into the Settlement Fund, which, including $2,666,917.02 in accrued interest, reached $101,666,917.02 before payment of notice and administration costs and escrow-agent fees. As of October 27, 2026, the escrow account balance was $101,241,761.55, following disbursements of $417,969.58 for notice and settlement administration costs authorized by the Court. *See* Dkt. No. 369. Associated Bank, the Court-appointed escrow agent, also confirmed $7,185.79 in bank fees as of this filing, substantially accounting for the remaining difference between the gross Settlement Fund and the escrow

balance. The Settlement also provides significant injunctive relief for a 10-year period addressing the repair-access restrictions challenged in this Action.

15. At the May 15, 2026 preliminary-approval hearing, this Court summarized the course of the litigation: "But this certainly was not a file and settle [case]. There was a lot of work that went into this on both sides. It was strenuously litigated, but professionally." May 15, 2026 Hr'g Tr. at 33:15-23. The Court subsequently found that the Settlement resulted from arm's-length negotiations by highly experienced counsel with the assistance of experienced mediators and that the proceedings preceding settlement afforded counsel an adequate basis to assess the Parties' claims, defenses, strengths, weaknesses, risks, and benefits. Dkt. No. 367 at 2-3.

16. What follows is a detailed accounting of the work performed by Class Counsel in the litigation.

II. PROSECUTION OF THE ACTION

A. Investigation and Filing of the Initial Actions

17. Before the filing of the first complaint, Co-Lead Counsel undertook a substantial investigation into Deere's restrictions on farmers' and independent repair providers' ability to diagnose, maintain, and repair Deere agricultural equipment. That investigation required counsel to develop an understanding of Deere's agricultural equipment and repair ecosystem, including the role of onboard electronic control units, the software and diagnostic tools used to diagnose and complete repairs, Deere's authorized Dealer network, and the repair resources available (or unavailable) to farmers and independent repair providers. Class Counsel also extensively researched the legal viability of the potential antitrust claims arising from Deere's alleged restrictions and developed the factual and legal theories that would ultimately form the basis of

this litigation. This was no easy task. So-called "right-to-repair" litigation is a relatively new phenomenon.

18. This pre-filing work was substantial. As Co-Lead Counsel later advised the Court during the leadership proceedings, lawyers and staff from the firms had "collectively spent hundreds of hours preparing and analyzing the conduct which ultimately resulted in the initial complaint filed on January 12, 2022." Dkt. No. 68 at 1. The investigation and analysis undertaken during this period provided much of the foundation for the claims ultimately pursued in the consolidated litigation.

19. On January 12, 2022, *Forest River Farms v. Deere & Co.*, No. 1:22-cv-00188 (N.D. Ill.), was filed in the Northern District of Illinois. JPML Dkt. No. 1-1 at 3. It was the first putative class action asserting the repair services antitrust theory against Deere. *Id.* Over the following weeks, additional plaintiffs represented by different counsel filed related actions in federal courts around the country. By February 25, 2022, six related actions brought by a dozen different law firms were pending in four federal districts. *Id.*

20. Although the initial actions were brought by different plaintiffs and counsel, they shared a common factual and legal core. Deere itself later acknowledged to the Judicial Panel on Multidistrict Litigation ("JPML") that the actions "substantially overlap[ped] both factually and legally." JPML Dkt. No. 1-1 at 4. The actions generally alleged that Deere restricted access to software and diagnostic tools necessary to repair certain Deere agricultural equipment and, through those restrictions, monopolized or attempted to monopolize a market for repair and maintenance services for that equipment. *Id.* at 2-4. The actions also sought materially similar relief, including damages and injunctive relief. *Id.* at 4-5.

B. Centralization of the Related Actions

21. On February 25, 2022, Deere moved pursuant to 28 U.S.C. § 1407 to transfer the six then-pending actions for coordinated or consolidated pretrial proceedings. JPML Dkt. Nos. 1, 1-1. Deere requested centralization in the Northern District of Illinois and proposed assignment to Judge Martha M. Pacold, who was presiding over the first-filed action by *Forest River Farms*. JPML Dkt. No. 1-1 at 1, 11-14.

22. In seeking centralization, Deere emphasized the substantial overlap among the cases and argued that coordinated proceedings would reduce duplicative discovery, avoid inconsistent pretrial rulings, and promote the efficient conduct of the litigation. *Id.* at 6-11. At that time, the cases remained at an early stage. Deere represented to the JPML that substantive motion practice had not begun and that discovery had not commenced in any of the six actions. *Id.* at 4-5.

23. The number of related actions continued to grow while Deere's transfer motion was pending. Additional actions were identified to the JPML in March, April, and May 2022. *See, e.g.*, JPML Dkt. Nos. 8, 21, 28, 36, 69. Thus, by the time the cases were centralized, the litigation involved plaintiffs and counsel from numerous separately filed actions around the country.

24. On June 1, 2022, the JPML transferred the related litigation to the Northern District of Illinois for coordinated or consolidated pretrial proceedings before the Honorable Iain D. Johnston. JPML Dkt. Nos. 70-71. The centralized litigation became *In re Deere & Company Repair Services Antitrust Litigation*, MDL No. 3030, No. 3:22-cv-50188 (N.D. Ill.).

C. Organization and Appointment of Plaintiffs' Leadership

25. At a July 25, 2022 status hearing, the Court directed Plaintiffs' counsel to confer regarding an appropriate leadership structure and to report whether counsel could reach agreement. *See* Dkt. Nos. 32, 39 at 1. The resulting discussions involved counsel from the various transferred

and related actions and addressed both the composition of Plaintiffs' leadership and the manner in which the work of the litigation would be organized and supervised.

26. On August 10, 2022, Plaintiffs submitted an initial proposed leadership structure. Dkt. No. 39. That proposal identified CPM, Gustafson, and WBE as the proposed Interim Co-Lead Counsel and contemplated a broader leadership team consisting of Interim Liaison Counsel, Interim Local Facilitating Counsel, and an Interim Plaintiffs' Steering Committee. *Id.* at 1-3.

27. The proposed structure was designed to create an efficient system for prosecuting the case. The proposal contemplated assigning participating firms work commensurate with their experience and skills, including assignments relating to legal issues, offensive and defensive discovery, class certification, expert work, summary judgment, electronically stored information ("ESI"), and trial. *Id.* at 1. It further provided that proposed Co-Lead Counsel would control work assignments and implement timekeeping and expense protocols to minimize overlapping work and unnecessary expense. *Id.* at 1-2.

28. The leadership process was contested. Certain Plaintiffs' counsel opposed the initial proposal and advised the Court that no consensus had yet been reached. Dkt. No. 45 at 1-3. Other counsel submitted competing requests for appointment to leadership positions. *See, e.g.*, Dkt. Nos. 42, 46-47. Considering Plaintiffs' counsel's impasse, on August 22, 2022, the Court directed all counsel interested in serving in a leadership role to participate in an August 26 hearing and advised that each interested attorney would be given an opportunity to explain why they should be selected. Dkt. No. 64.

29. During this period, we continued discussions with all Plaintiffs' counsel in an effort to develop an agreed leadership structure that would permit the case to move forward efficiently. Those discussions ultimately resulted in a revised proposal filed on August 25, 2022. Dkt. No. 66.

That proposal had been "formulated through discussion with all counsel" and reflected what its proponents described as "a consensus of almost all of Plaintiffs' counsel." *Id.* at 1, 3.

30. The revised proposal again designated CPM, Gustafson, and WBE as Interim Co-Lead Counsel; Foote, Mielke, Chavez & O'Neil, LLC as Interim Liaison Counsel; Williams McCarthy LLP as Interim Local Facilitating Counsel; and attorneys from numerous additional firms as members of the Interim Plaintiffs' Steering Committee. *Id.* at 2-3. The proposal likewise vested Co-Lead Counsel with responsibility for directing work assignments, coordinating the efforts of the participating firms, and overseeing time and expenses. *Id.* at 1-2.

31. The Court held a leadership hearing on August 26, 2022 and heard from counsel seeking leadership positions. Dkt. No. 69. After considering the competing submissions and presentations, on September 2, 2022, the Court adopted the proposed leadership structure and appointed CPM, Gustafson, and WBE as Interim Co-Lead Counsel. Dkt. No. 73. In doing so, the Court specifically noted that it had conducted "due diligence on all counsel in this case." *Id.*

32. Following appointment, Co-Lead Counsel assumed responsibility for directing and coordinating Plaintiffs' prosecution of the multidistrict litigation ("MDL"). This included developing litigation strategy; assigning work among the participating firms; coordinating substantive legal and factual work; supervising attorneys; monitoring time and expenses; and working to ensure that Class Counsel's efforts were directed toward advancing the interests of Plaintiffs and the proposed Class without unnecessary duplication.

D. Preparation and Filing of the Consolidated Class Action Complaint

33. Co-Lead Counsel's first significant responsibility in conducting the litigation was to craft a consolidated amended complaint. Class Counsel evaluated the allegations and legal theories asserted in the related cases, conducted additional factual and legal analysis, consulted

with economic experts, determined the claims and allegations that would be pursued on behalf of the proposed Class, and developed a unified theory of the case.

34. This was not simply a ministerial exercise in combining the existing complaints. The consolidated pleading required harmonizing the work performed by numerous firms, further investigating Deere's repair practices and Dealer structure, evaluating the factual circumstances of potential class representatives, researching the governing antitrust principles, and organizing the relevant facts into a coherent theory of liability. This work required significant coordination among Co-Lead Counsel and other Class Counsel.

35. On October 24, 2022, less than two months after the Court appointed Plaintiffs' leadership, Plaintiffs filed a 73-page Consolidated Class Action Complaint ("CAC"). Dkt. No. 85. The CAC named nine Plaintiffs—Plum Ridge Farms, Ltd.; Colvin Farms, LLC; England Farms & Harvesting, LLC; Robbins Family Grain Co., LLC; Wilson Farms Land & Cattle Co. LLC ("Wilson Farms"); Hapka Farms, Inc.; Eagle Lake Farms Partnership; Blake Johnson; and Trinity Dale Wells. *Id.* at 3.

36. The CAC alleged that Deere and its authorized Dealers restrained and monopolized the market for repair and maintenance services for Deere agricultural equipment by restricting farmers' and independent repair providers' access to software, diagnostic tools, and other informational resources necessary to diagnose and complete certain repairs. *Id.* ¶¶ 1-5. Plaintiffs asserted claims under Sections 1 and 2 of the Sherman Act and sought damages and equitable relief on behalf of the proposed class. *Id.* ¶¶ 32-37, 233-73.

37. The CAC reflected the factual and legal investigation undertaken by Class Counsel. Among other subjects, it addressed the technology incorporated into Deere agricultural equipment and the tools used to diagnose and repair such equipment, *id.* ¶¶ 62-97; the alleged effects of

Deere's restrictions on farmers and independent repair providers, *id.* ¶¶ 98-110; Deere's authorized Dealer network and alleged Dealer consolidation, *id.* ¶¶ 111-38; Deere's public representations concerning repairability and the availability of repair resources, *id.* ¶¶ 139-79; the diagnostic and repair tools Deere made available to equipment owners and Plaintiffs' allegations concerning their limitations, *id.* ¶¶ 180-200; Plaintiffs' allegations concerning Deere's asserted justifications for its repair restrictions, *id.* ¶¶ 201-20; and the alleged effects of Deere's conduct on competition and repair prices, *id.* ¶¶ 221-32; and finally placed all these allegations within the framework of legal claims and causes of action.

38. The filing of the CAC unified the separately filed cases into a single factual and legal theory and provided the framework for the litigation that followed.

E. Deere's Motion for Judgment on the Pleadings

39. On December 8, 2022, Deere answered the CAC and denied liability on Plaintiffs' claims. Dkt. No. 103. That same day, Deere moved for judgment on the pleadings pursuant to Federal Rule of Civil Procedure 12(c), seeking dismissal of the Action. Dkt. Nos. 104-05.

40. Deere's motion presented numerous challenges to Plaintiffs' claims. Among other things, Deere argued that Plaintiffs lacked Article III standing and antitrust standing; that Plaintiffs' claims were barred by the direct-purchaser rule articulated in *Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1977); that Plaintiffs had not plausibly alleged a conspiracy between Deere and its authorized Dealers and had failed to join as Defendants the alleged co-conspirator Dealers; that Plaintiffs had not plausibly alleged either a relevant primary market or a Deere-specific aftermarket; and that Plaintiffs had failed to state claims under Sections 1 and 2 of the Sherman Act. Dkt. No. 105 at 4-28. Deere thus challenged virtually every foundational aspect of the CAC

and sought judgment before Plaintiffs had the opportunity to develop their claims through discovery.

41. Co-Lead Counsel devoted substantial time and resources to researching and responding to Deere's motion. The issues required detailed analysis of Article III and antitrust standing, the application of *Illinois Brick* and the co-conspirator exception to the direct-purchaser rule, the pleading standards governing antitrust conspiracies, tying and monopolization claims, and the law governing single-brand aftermarkets under *Eastman Kodak Co. v. Image Technical Services, Inc.*, 504 U.S. 451 (1992).

42. On January 27, 2023, Plaintiffs filed their corrected opposition to Deere's motion. Dkt. No. 113. Plaintiffs argued, among other things, that they adequately alleged Article III standing; that they were not barred indirect purchasers but instead purchased repair services from alleged members of the conspiracy; that the CAC plausibly alleged concerted conduct between Deere and its authorized Dealers; that the Dealers were not required to be named as defendants; and that Plaintiffs adequately alleged tying and monopolization claims under Sections 1 and 2 of the Sherman Act. *Id.* at 5-29. Plaintiffs also defended the CAC's alleged Deere Repair Services Market as a cognizable single-brand aftermarket under *Kodak*, including by addressing interchangeability, purchaser lock-in, information limitations, and Deere's alleged economic power in the primary market. *Id.* at 29-40.

43. The issues raised by Deere's motion drew the attention of the United States Department of Justice, Antitrust Division. On February 13, 2023, the United States entered an appearance and sought leave to file a Statement of Interest pursuant to 28 U.S.C. § 517. Dkt. Nos. 117, 118. The Court granted that request, and the United States filed its 23-page Statement of Interest the following day. Dkt. Nos. 119, 120.

44. Deere sought and received leave to respond separately to the United States' filing. Dkt. Nos. 121, 122. On February 28, 2023, Deere filed a 10-page response disputing the government's interpretation of *Kodak* and contending that Seventh Circuit and other federal authority required a more restrictive approach to single-brand aftermarket claims. Dkt. No. 124 at 1-10.

45. The Court ultimately determined that oral argument would assist its consideration of the substantial issues presented by Deere's motion. *See* Dkt. Nos. 139, 143. In advance of argument, the Court circulated numerous questions addressing, among other things, the direct-purchaser rule, whether alleged co-conspirators were required to be joined to the litigation, the relationship between Seventh Circuit precedent and *Kodak*, and the standards governing single-brand aftermarket claims. *See* Dkt. Nos. 139, 141-142. Co-Lead Counsel devoted substantial effort to preparing for argument, including analyzing the Court's questions, reviewing the extensive authorities cited by Deere and the United States, and preparing to address both the legal issues and Plaintiffs' factual allegations. The Court heard argument during a lengthy hearing on August 7, 2023. Dkt. No. 143.

46. On November 27, 2023, the Court issued an 89-page Memorandum Opinion and Order denying Deere's motion in its entirety. Dkt. No. 159. The Court described its ruling as "the first major step" in what it anticipated could be a "long and expensive process." *Id.* at 3. The Court held that Plaintiffs adequately alleged Article III and antitrust standing and rejected Deere's argument that the direct-purchaser rule of *Illinois Brick* barred Plaintiffs' claims. *Id.* at 9-39. The Court further concluded that Plaintiffs plausibly alleged both a relevant primary market and a Deere-specific repair aftermarket under *Eastman Kodak*. *Id.* at 39-61. The Court also rejected

Deere's challenges to Plaintiffs' substantive antitrust claims, concluding that the CAC plausibly alleged claims under Sections 1 and 2 of the Sherman Act. *Id.* at 61-89.

47. In concluding its lengthy analysis, the Court held that Plaintiffs had sufficiently alleged "constitutional and antitrust standing, relevant markets, and all the necessary requirements for each count in the Complaint." *Id.* at 89. Deere's motion for judgment on the pleadings was therefore denied in its entirety. *Id.*

48. The Court also expressly recognized the quality of the advocacy presented during this stage of the litigation. Although the Court noted that its general practice is not to hold oral argument on dispositive motions, it explained that the argument was "extremely helpful," described the presentations as "stellar in form and substance," and stated that "[a]ll counsel were outstanding advocates for their clients." *Id.* at 9 n.4. The Court similarly described the filings relating to the motion as "excellent." *Id.* The ruling allowed Plaintiffs to proceed beyond the pleadings and continue developing claims through discovery.

F. Case Management and Establishment of the Discovery Framework

49. While the Parties were litigating Deere's motion for judgment on the pleadings, Co-Lead Counsel simultaneously worked to establish the procedures and schedule necessary to conduct discovery and the remainder of the litigation. Shortly after appointing Plaintiffs' leadership, the Court entered Case Management Order No. 1, which established initial deadlines for the Action and directed the Parties to address, among other matters, the production of ESI, protection of confidential information, and preservation of privilege. Dkt. No. 80.

50. Co-Lead Counsel thereafter engaged in extensive negotiations with Deere's counsel concerning the procedures that would govern document and electronic discovery, and potential privilege claims. Those negotiations resulted in an agreed protocol governing the

production of documents and ESI, an agreed Confidentiality Order, and an agreed order pursuant to Federal Rule of Evidence 502(d), each of which the Court entered on November 18, 2022. Dkt. Nos. 97-99.

51. The ESI Protocol established detailed procedures governing the preservation, identification, collection, search, and production of ESI. Dkt. No. 97. Among other things, it required the Parties to identify and negotiate appropriate document custodians; meet and confer regarding relevant date ranges; identify and negotiate search terms and other search criteria; and address the electronic sources to be preserved and searched. *Id.* The Protocol contemplated potentially responsive information from numerous sources, including email, network and cloud-based file shares, computer hard drives, removable media, text messages, mobile devices, and messaging applications. *Id.* It also established procedures for resolving disputes concerning custodians, search terms, and other aspects of ESI discovery before seeking relief from the Court. *Id.*

52. The Parties separately negotiated protections necessary to permit the exchange of commercially sensitive and technical information. The Confidentiality Order established procedures for designating and handling confidentially produced material; the parties also negotiated an Amended Agreed Confidentiality Order to address productions by third-party Original Equipment Manufacturers ("OEMs"). Dkt. Nos. 98. 239, 292. The Rule 502(d) Order likewise established protections against waiver resulting from the disclosure of privileged or work-product material. Dkt. No. 99.

53. Co-Lead Counsel also worked with Deere's counsel to develop a comprehensive discovery and case-management plan. Following the Parties' Rule 26(f) conference, on December 23, 2022, the Parties submitted an 18-page Joint Rule 26(f) Report addressing the proposed

schedule for the remainder of the case, the anticipated subjects of discovery, written-discovery limits, depositions, third-party discovery, expert discovery, class certification, and dispositive motions. Dkt. No. 106. The Parties reached agreement on substantial portions of the proposed plan, including the fact discovery and summary judgment schedules, while identifying for the Court the discrete issues on which they were unable to agree. *Id.* at 1.

54. One significant disagreement concerned the sequencing of expert discovery. Plaintiffs proposed that expert discovery addressing class certification and the merits proceed together, while Deere proposed bifurcating those proceedings so that class-certification expert discovery would occur first and merits expert discovery would follow. *Id.* at 1-3. Co-Lead Counsel advocated for a combined process as the class and merits issues substantially overlapped and separating them would result in unnecessary duplication, delay, and expense.

55. After briefing the competing proposals, on December 28, 2022, the Court adopted Plaintiffs' proposed approach. Dkt. No. 107. In doing so, the Court observed that the Parties had reached agreement on "nearly everything" in the proposed case-management order and thanked counsel for their efforts to do so. *Id.* at 1. As to the remaining expert-discovery dispute, the Court concluded that class-certification and merits expert discovery should proceed simultaneously, reasoning that bifurcation would generate "inefficiencies and delay" and increased costs. *Id.* at 1-2. The Court again thanked counsel for their "ability to reach agreement when they can and bring only true, reasonable disputes forward for resolution." *Id.* at 2.

56. On January 10, 2023, the Court entered Case Management Order No. 2, which established the discovery framework and schedule for the remainder of the litigation. Dkt. No. 109. The Order contemplated discovery into a wide range of issues bearing on Plaintiffs' claims and Deere's defenses, including Deere's agricultural-equipment technology; diagnostic and repair

tools; authorized dealer network; repair practices and resources; representations concerning repairability; Dealer consolidation; the alleged competitive effects of Deere's conduct; class certification; and damages. *Id.* at 3-6.

57. Case Management Order No. 2 also established procedures designed to permit substantial discovery while limiting unnecessary duplication and expense. Among other things, the Order provided for rolling document productions, separate deadlines for structured data productions, and substantial completion of document discovery; established limits on interrogatories and requests for admission; permitted Plaintiffs collectively to take up to 20 Rule 30(b)(1) depositions of Deere witnesses and up to 28 hours of Rule 30(b)(6) testimony; established limits on third-party discovery; and established procedures governing expert reports and depositions. *Id.* at 6-10. The Parties were expressly required to coordinate their discovery efforts and avoid duplicative or unduly burdensome discovery. *Id.* at 6-8.

58. Collectively, these orders and protocols created the framework within which fact discovery proceeded. They required substantial advance coordination concerning the manner in which documents, electronic information, structured data, witness testimony, and expert evidence would be developed, while providing mechanisms for the Parties to resolve discovery disagreements efficiently. Co-Lead Counsel were responsible for coordinating Plaintiffs' work within that framework, assigning and supervising discovery tasks, communicating with Deere's counsel concerning discovery issues, and ensuring that the work of the participating firms was organized to advance Plaintiffs' claims without unnecessary duplication.

G. Fact Discovery

1. Written Discovery, ESI, and Document Production

59. Fact discovery was extensive and technically demanding. Over more than two years, Class Counsel pursued conventional document discovery, ESI, structured and transactional data, interrogatories, requests for admission, and discovery concerning Deere's proprietary repair and diagnostic systems. Co-Lead Counsel coordinated assignments, worked with Plaintiffs' experts and e-discovery professionals, supervised negotiations with Deere, and monitored rolling productions and supplementation to ensure that the discovery obtained could be used effectively in depositions, expert analysis, and class certification proceedings.

60. Plaintiffs served their First Set of Requests for Production on February 13, 2023, consisting of 61 requests directed to Deere's repair tools and technologies, Dealer network and agreements, repair practices, parts and service pricing, internal analyses, communications, and other subjects relevant to Plaintiffs' claims. Deere served responses and objections on March 15, 2023. Class Counsel then met and conferred with Deere; they conducted a request-by-request review of Deere's objections and responses, identified deficiencies, and began a series of written exchanges and meet and confers regarding the relevant period, scope of responsive information, custodians, ESI sources, structured data, and the searches Deere would undertake.

61. Identification of appropriate Deere custodians required substantial independent work. After Deere proposed a limited initial group, Class Counsel reviewed organizational information, public materials, produced documents, and information developed through discovery and identified 44 additional current and former employees for consideration. Through repeated negotiations, the Parties ultimately reached agreement on a core group of approximately 20

custodians. This process allowed Class Counsel to obtain discovery from Deere's relevant business, technical, aftermarket, dealer, and Right-to-Repair personnel.

62. The Parties also devoted substantial effort to negotiating how Deere's custodial ESI would be searched and reviewed. Class Counsel analyzed and proposed revisions to search terms and Deere's proposed use of technology-assisted review. Even using an early subset of custodians and Deere's narrower proposed time period, Deere advised that the search terms generated an estimated review population of approximately 1.2 million documents. The Parties ultimately negotiated a process intended both to manage that volume and test whether responsive material was being excluded.

63. Class Counsel separately investigated the systems and sources in which responsive Deere information resided. Counsel pursued information concerning Deere's email environment, custodial devices, OneDrive, SharePoint, Teams and predecessor messaging platforms, network and legacy systems, centralized databases, hard-copy repositories, and dealer-related systems. Plaintiffs also negotiated direct access to Deere's proprietary repair resources. Deere ultimately provided access to Customer Service ADVISOR and, following additional negotiations, a modified version of Service ADVISOR. Discovery concerning Deere's Dealer Technical Assistance Center ("DTAC") required a similarly technical process.

64. Plaintiffs served successive written discovery as the evidentiary record developed. In addition to the February 2023 requests, Plaintiffs served a Second Set of Requests for Production in September 2023, a Third Set in May 2024, a Fourth and Amended Fourth Set in August and September 2024, a Fifth Set in November 2024, and a Sixth Set in February 2025. Plaintiffs also served Interrogatories and Requests for Admission directed to subjects that emerged from Deere's productions, depositions, and structured data. Class Counsel reviewed Deere's responses, prepared

deficiency analyses, conducted repeated meet and confers, and sought supplementation where later discovery revealed additional responsive sources or information.

65. Discovery was also substantial on the Plaintiffs' side. Deere served Requests for Production and Interrogatories on the named Plaintiffs in February 2023 and later served additional Interrogatories and Requests for Admission. Class Counsel coordinated the collection, review, and production of records from farming operations with different recordkeeping practices, personnel, and information systems. By early 2024, Plaintiffs had collected, reviewed, and produced thousands of documents and extensive information, with additional supplementation continuing thereafter. Class Counsel also responded to numerous follow-up inquiries arising from Plaintiffs' written discovery and depositions.

66. A particularly demanding component of discovery involved structured and transactional data maintained by Deere and its Dealers. Plaintiffs pursued data concerning equipment and parts sales, dealer repair transactions, warranty claims and labor rates, dealer incentives, diagnostic trouble codes, programming and return files, and dealer financial information. Obtaining these datasets required repeated negotiations concerning database structure, fields, date ranges, documentation, and the relationship among Deere and Dealer systems. *See, e.g.*, Dkt. No. 169; *see also infra* § II.G.3 (discussing third-party work necessary to obtain such productions). The scale of that data was substantial.

67. Class Counsel worked closely with experts and consultants to understand how these datasets could be linked and used for merits, damages, and class certification. Notably, Class Counsel did not simply receive the structured data and pass it to experts. Class Counsel and the expert team reviewed fields and underlying observations, compared datasets against one another,

identified apparent omissions and inconsistencies, and posed detailed questions to Deere concerning how the information should be interpreted.

68. The volume and complexity of structured data affected the case schedule. In early 2024, after more than a year of work on Deere and Dealer data, Plaintiffs sought additional time for discovery because important transactional datasets remained incomplete and Plaintiffs' experts required adequate time to analyze them. The Parties had already engaged in dozens of meet and confers concerning these issues. On March 22, 2024, the Court entered Case Management Order No. 3, extending the close of fact discovery to October 18, 2024 and establishing a revised expert schedule. Dkt. Nos. 169, 173-175.

69. Discovery continued on multiple fronts during that extension. Deere made rolling document and data productions; Class Counsel continued to supplement their discovery; Dealer structured data production proceeded; depositions continued (discussed *infra* § II.G.4); and Plaintiffs pursued additional information identified through review of the evidence already obtained. The Parties also continued addressing privilege-log issues, data questions, and technical deficiencies while attempting to resolve discovery matters without unnecessary Court intervention.

70. By September 2024, substantial discovery remained, including completion and validation of Deere and Dealer transactional data and additional depositions. The Parties jointly recognized that the volume of information warranted additional time so that fact discovery could be completed before expert discovery commenced. On September 25, 2024, the Court entered Case Management Order No. 4, extending the close of fact discovery to April 18, 2025 and setting May 30, 2025 for Plaintiffs' opening class-certification and merits expert reports. Dkt. No. 188.

71. Discovery continued well into 2025, including further written discovery concerning subjects that emerged from the completed productions and testimony, additional structured

datasets, party and third-party depositions, and coordination with the related Government Action that the FTC and state enforcers had newly filed against Deere. On February 7, 2025, the Parties proposed a one-month extension of the April 18 fact-discovery deadline to complete discovery that had already been served, including remaining depositions, and to provide Plaintiffs' experts sufficient time to work with Deere's data. Dkt. No. 209. The Court found the request reasonable, Dkt. No. 213, and Case Management Order No. 5 ultimately established May 19, 2025 as the close of fact discovery. Dkt. No. 234.

72. Throughout this process, Class Counsel coordinated the assignment and sequencing of written discovery, document review, data analysis, meet and confers, and follow-up work.

73. By July 25, 2025, the Parties reported to the Court that fact discovery had concluded. Dkt. No. 290. Over more than two years, Class Counsel had coordinated conventional document discovery, ESI, multiple large structured and transactional datasets, successive rounds of written discovery and supplementation, privilege review, named-Plaintiff discovery, extensive third-party discovery, and dozens of depositions. The resulting factual record formed the basis for Plaintiffs' expert work.

2. Discovery Disputes and Motions to Compel

74. Although Class Counsel resolved many discovery issues informally through the meet-and-confer process, several significant disputes required briefing, argument, or other intervention by the Court. In addressing those disputes, Class Counsel reviewed Deere's productions and discovery responses, conducted legal and factual research, prepared detailed

deficiency correspondence, participated in repeated conferences, evaluated alternative discovery, and narrowed disputes wherever possible before seeking judicial relief.

75. The first substantial dispute arose from Plaintiffs' First Set of Requests for Production. Class Counsel conducted a request-by-request analysis of Deere's objections, sent detailed deficiency correspondence, and engaged in approximately six weeks of negotiations, including multiple meet and confers. By the time Plaintiffs sought relief from the Court, those efforts had narrowed the Parties' disagreement from 61 requests to only 3—RFP Nos. 8, 36, and 49. On May 12, 2023, Plaintiffs moved to compel further production responsive to those Requests. Dkt. Nos. 133-134.

76. The remaining Requests concerned issues central to Plaintiffs' liability and market theories. RFP No. 8 sought diagnostic and error-code information. RFP No. 36 concerned documents addressing restrictions on farmers' and independent repair providers' ability to repair Deere equipment. RFP No. 49 sought materials concerning Deere's data services and related switching costs. Dkt. No. 134 at 3-14. Deere opposed the motion on relevance, burden, scope, and proportionality grounds, Dkt. No. 137, and Plaintiffs filed a detailed reply. Dkt. No. 138.

77. The Court heard argument on August 7, 2023. Dkt. No. 143. Rather than resolve the Requests on the existing record, the Court directed Deere to make sample productions so that Plaintiffs could evaluate the usefulness of the information, continued the motion without prejudice, and directed the Parties to report whether further intervention remained necessary after Plaintiffs reviewed the samples. *See* Aug. 7, 2023 Tr.; Dkt. No. 143.

78. Deere made rolling productions responsive to the disputed Requests, and Class Counsel reviewed those materials, compared them against Deere's repair systems and other discovery, and continued conferring. Those efforts resolved the disputes concerning Requests 36

and 49. Plaintiffs continued evaluating RFP No. 8 through Deere's Rule 30(b)(6) testimony, Service ADVISOR, diagnostic-code productions, and related structured data.

79. A separate and ultimately significant dispute arose from Deere's privilege assertions over communications involving trade associations and other industry participants. Before the issue reached the Court, Class Counsel spent substantial time negotiating the content and format of Deere's privilege logs so that the asserted privileges could meaningfully be evaluated, including metadata, identification of participants and attorneys, family relationships, and descriptions of the basis for the asserted protection.

80. Class Counsel reviewed the privilege logs against Deere's document productions and third-party productions from entities including the Association of Equipment Manufacturers ("AEM") and the American Farm Bureau Federation ("AFBF"), identified inconsistently treated and same-subject documents, and prepared charts cross-referencing Bates ranges, participants, and asserted privilege bases. Plaintiffs also grouped challenged AEM materials by subject matter—including Right-to-Repair legislation, surveys, proposed exemptions, Memorandum of Understanding materials, and related policy issues—and repeatedly sought clarification regarding the attorneys, clients, and common legal interests underlying Deere's assertions.

81. Those efforts produced results before formal Court intervention. Deere re-reviewed challenged materials, withdrew or modified certain privilege claims, produced additional documents in whole or in part, corrected redactions, and supplemented privilege descriptions. After more than six months of attempts to resolve the broader dispute, Plaintiffs and Deere reached an impasse over whether communications among Deere, trade associations, OEMs, and other industry participants satisfied the requirements of the common-interest doctrine. *See* Dkt. Nos. 200, 201.

82. At the Court's direction, Plaintiffs selected 24 exemplar documents for *in camera* review. Dkt. No. 201 at 1. After Plaintiffs identified those exemplars, Deere withdrew its privilege assertion as to seven of them. *Id.* Plaintiffs contended that Deere's remaining assertions impermissibly extended the attorney-client privilege to communications among differently situated organizations that did not share the identical legal interest required under Seventh Circuit law.

83. The Parties presented their competing positions to the Court in January and February 2025. *See* Dkt. Nos. 200, 201, 206. On March 3, 2025, the Court construed Plaintiffs' position as a motion to compel and granted it. Dkt. No. 217. The Court concluded that Deere had not established the narrow common interest exception to waiver for the challenged communications and ordered Deere to produce documents withheld on that basis. *Id.* at 1–3.

84. Class Counsel spent substantial time reviewing productions and technical data, preparing deficiency analyses, developing evidentiary records, negotiating compromises, conducting privilege and document review, preparing witnesses and Rule 30(b)(6) topics, coordinating with the Government Plaintiffs in the Government Action, briefing disputed issues, and evaluating the results of alternative discovery before deciding whether judicial intervention remained necessary.

3. Third-Party Discovery

85. Third-party discovery was another substantial component of fact discovery because important information concerning Deere's Dealer network, repair services, pricing, diagnostic and repair tools, and industry practices was held by entities other than Deere. Class Counsel coordinated this work to avoid duplicative subpoenas and inconsistent positions and to ensure that third-party discovery complemented, rather than duplicated, discovery sought from Deere.

86. Class Counsel served 44 third-party document subpoenas, including approximately 29 subpoenas on Deere-authorized Dealers. The Dealer subpoenas sought, among other things, information concerning repair services, labor rates, parts sales, repair-tool access, communications with Deere, Dealer financial information, and structured transactional data. Because the subpoenaed Dealers differed substantially in size, geographic footprint, recordkeeping systems, and available ESI, Class Counsel could not use a blanket approach and instead engaged in extensive Dealer specific negotiations concerning discovery issues.

87. A particularly substantial component of this work concerned structured transactional data maintained in the Dealer-management system, which includes Dealer data on their sales of Deere parts, sales of whole goods, and service transactions. Although the data resided in systems used by Dealers, Deere assisted in developing the extraction process, which required coordination among Deere, the individual Dealers, and Plaintiffs. Class Counsel worked through the fields to be extracted, historical periods, Dealer authorizations, technical limitations, and the parts, whole-goods, and repair-service data. By March 2025, Plaintiffs had received structured-data productions from numerous Dealer groups, with additional Dealer data produced from other systems and additional productions continuing thereafter.

88. The process required continuing quality control after productions began. Class Counsel compared Dealer extracts against separate service transaction data from Dealers collected by Deere.

89. The Dealer negotiations themselves were substantial. Class Counsel narrowed proposed ESI search terms based on testing and Dealer-specific information. Some Dealer groups presented additional complications because of acquisitions, multiple Dealer locations, cost concerns, or use of other systems.

90. The sensitivity of Dealer financial and competitive information also required modification of the confidentiality protections. Certain Dealers and industry participants expressed concern that existing protections did not adequately address competitively sensitive financial and operational information. Class Counsel worked with Deere and third parties to resolve those concerns, and on May 9, 2024, the Court entered the First Amended Agreed Confidentiality Order. Dkt. Nos. 178, 179. That modification facilitated continued production of Dealer financial information, structured data, and other sensitive third-party materials.

91. Plaintiffs also pursued discovery from agricultural and equipment trade associations, including the AFBF and AEM, and Dealer organizations. Discovery from these associations provided evidence concerning Right-to-Repair initiatives, industry communications, market information, and interactions among Deere, other manufacturers, Dealers, and trade groups.

92. Class Counsel also sought discovery from independent repair businesses and other market participants to investigate alternatives to Deere. Productions were obtained from independent repair shops concerning repair practices, parts, tools, and pricing. These sources were important because it provided information on the ability of farmers and independent providers to diagnose and repair Deere equipment in lieu of Deere and its Dealer network. It would also yield information pertinent to Plaintiffs' damages modeling.

93. Third party discovery extended to other agricultural equipment manufacturers, including AGCO, CNH, Kubota, and Mahindra. Plaintiffs sought information concerning their repair policies and practices, diagnostic and repair tools, dealer networks, and parts and service practices. The OEMs raised substantial concerns regarding scope, burden, and disclosure of

competitively sensitive information, resulting in repeated negotiations over document and deposition discovery.

94. In all, at least 33 third parties made productions during fact discovery. Managing those productions required Class Counsel to negotiate subpoenas and objections, review rolling productions, coordinate structured data extraction, resolve confidentiality and cost issues, conduct follow up concerning deficiencies and technical questions, and integrate third-party information with Deere's own productions and deposition testimony.

4. Depositions

95. Depositions constituted another substantial component of fact discovery. Plaintiffs conducted some 21 deposition sessions of current and former Deere personnel, including 14 Rule 30(b)(1) individual examinations and nine Rule 30(b)(6) corporate examinations, with certain witnesses providing both individual and corporate testimony during the same session. Class Counsel also deposed various third parties and defended depositions of each named Plaintiff. These examinations required extensive preparation, including review and analysis of Deere's and third parties' document and data productions, development of witness-specific examination outlines and exhibits, coordination among Class Counsel, preparation and defense of the named Plaintiffs' depositions, and substantial follow up work after the examinations.

96. On July 25, 2023, Plaintiffs served a Rule 30(b)(6) deposition notice covering subjects including Deere's relationships and agreements with its authorized Dealers, DTAC and Deere's repair technologies, Deere's Dealer-consolidation practices, access to Deere's repair tools, the types of repairs Deere maintained required Dealer involvement, and analyses concerning the potential effects of expanded repair access. Before the first examinations occurred, Class Counsel reviewed Deere's objections and engaged in extensive negotiations concerning the appropriate

scope of testimony. Those discussions resulted in agreement or substantial narrowing as to numerous topics while preserving others for further discovery.

97. The first Deere corporate examinations began in December 2023 and continued into 2024. Class Counsel compared the testimony provided against the noticed topics, Deere's documentary productions, and the information developed through other discovery. Where a designee lacked sufficient knowledge on a noticed subject, Class Counsel pursued supplemental testimony and alternative sources of information rather than simply accepting an incomplete record.

98. That process itself generated significant additional discovery. Class Counsel thus used deposition testimony iteratively with written and electronic discovery.

99. As documentary discovery developed, Class Counsel also identified and noticed individual Deere witnesses whose roles, documents, or corporate testimony indicated they possessed relevant knowledge. The subjects explored through these examinations included Deere's repair tools and programming capabilities; Deere's positions and practices concerning Right to Repair; aftermarket parts and services; independent repair shop and Dealer labor rates; Deere's Dealer network, Dealer performance, and consolidation; and financial and other analyses relevant to Plaintiffs' claims and Deere's defenses. Scheduling these examinations required continuing coordination concerning witness availability, locations, and the relationship between Rule 30(b)(1) and Rule 30(b)(6) testimony.

100. Class Counsel were simultaneously responsible for preparing and defending the named Plaintiffs and their representatives for depositions taken by Deere. Preparing those witnesses required Class Counsel to review their prior productions and discovery responses, prepare them concerning the relevant factual record and claims, and defend the examinations.

101. Plaintiffs' corporate deposition program expanded significantly in late 2024 and 2025 as Class Counsel's review of Deere's productions and structured data identified additional subjects requiring testimony. Plaintiffs served amended Rule 30(b)(6) notices directed to, among other subjects, Deere's collection and use of independent repair shop labor rates; Deere's AS400 and all-makes warranty data; pricing and margins associated with various aspects of the business; Deere analyses concerning the value and costs associated with repair tools and repair services; End User License Agreement fees; programming and return-file data; and Dealer financial information, including Dealer Scorecards and Deere's Dealer Financial Analysis system.

102. Obtaining that testimony required extensive pre-deposition negotiation. Following a February 13, 2025 meet and confer, the Parties reached agreement on significant portions of the amended notice. Deere agreed, among other things, to provide corporate testimony concerning independent repair shop labor-rate information and the compilation reflected in Deere's own materials; the contents and operation of the AS400 database; aftermarket-parts pricing; and specified analyses concerning repair tools and services. At Deere's request, Plaintiffs identified exemplar documents to assist Deere in preparing its witnesses.

103. Other corporate examinations addressed highly technical datasets developed during discovery. Plaintiffs also pursued corporate testimony concerning certain Dealer financial information, including what information Deere collected from Dealers, how Deere maintained and used the information, the metrics reflected in the systems, and the relationship between those sources.

104. The deposition program also included substantial third-party testimony. In addition to witnesses from Dealers, industry participants, trade associations, and independent repair interests, discovery extended to other agricultural equipment manufacturers. Deere noticed

depositions of third-party OEMs, and Class Counsel participated in negotiations concerning the permissible scope of that testimony, confidentiality protections, and the subjects on which the OEMs would prepare witnesses. Those discussions began in 2024 and continued into 2025, ultimately focusing on subjects such as OEM repair policies and practices, diagnostic and repair tools available to customers and Dealers, the provision and pricing of repair services and parts, and interactions with the named Plaintiffs. As the Government Action proceeded, the Parties also worked to coordinate overlapping depositions with the Government Plaintiffs to minimize duplication.

105. One of the more substantial witness disputes concerned Deere Chief Financial Officer Joshua Jepsen. Plaintiffs initially noticed Mr. Jepsen's deposition in July 2024 after Deere's Rule 30(b)(6) witness identified Deere's finance function and Mr. Jepsen as potential sources of information concerning internal financial analyses. Deere objected that Mr. Jepsen was an apex witness and should not be deposed. Rather than immediately seek Court intervention, Plaintiffs temporarily withdrew the notice and pursued the information through narrower interrogatories, document requests, and other discovery. After Class Counsel concluded that those alternative methods had not resolved the issue, Plaintiffs reinstated Mr. Jepsen's deposition notice in January 2025.

106. Deere ultimately moved for a protective order barring Mr. Jepsen's deposition, Dkt. No. 255, and Plaintiffs opposed the motion, Dkt. No. 261. On May 19, 2025, the Court denied Deere's motion. Dkt. No. 265. The Court concluded, among other things, that Plaintiffs had established a sufficient basis for the examination and had pursued less intrusive means of obtaining the information before seeking Mr. Jepsen's testimony. Mr. Jepsen was thereafter deposed on June 6, 2025.

107. Significant work continued even after depositions concluded. Class Counsel reviewed transcripts and errata, evaluated confidentiality designations, addressed clawback and privilege issues arising from deposition exhibits, and pursued supplemental discovery generated by the testimony. For example, Deere designated as Confidential or Highly Confidential 193 of the 263 pages of Justin Marovec's transcript. Class Counsel reviewed those designations and challenged portions concerning information they believed was public or otherwise outside the Confidentiality Order, after which Deere withdrew many of the challenged designations.

108. Depositions therefore involved substantially more work than the time spent questioning witnesses on the record. Class Counsel identified witnesses through review of millions of documents and extensive structured data; researched and negotiated corporate topics; prepared individual and corporate examinations; coordinated testimony across multiple firms and jurisdictions; prepared and defended the named Plaintiffs' depositions; addressed scheduling, confidentiality, privilege, and witness-specific issues; and used testimony to pursue additional documents, data, ESI, and follow-up witnesses. This work continued throughout fact discovery and into June 2025.

H. Coordination with the FTC and Related Government Proceedings

109. Class Counsel's coordination with the FTC began well before the Government Action was filed. On October 19, 2023, the FTC issued Civil Investigative Demands to Plum Ridge Farms and WBE seeking materials relating to the MDL. Co-Lead Counsel met and conferred with FTC staff concerning compliance, made an initial production on November 1, 2023, sought necessary consents from Plaintiffs and third parties before reproducing materials subject to confidentiality protections, and continued making responsive materials available on a rolling basis. Class Counsel also worked with subpoenaed third parties to use productions they previously made

to the FTC where doing so could reduce duplicative collection and production burdens, and Plaintiffs later obtained third party consent to reproduce MDL materials to the FTC.

110. In January 2025, after the FTC and state enforcers filed the related Government Action, coordination became substantial. On January 24, 2025, the Court held a joint hearing concerning, among other things, the effect of the Government Action on this MDL. Dkt. Nos. 205, 206. The Court observed that the MDL had already made "substantial progress" and that the parties had put an "enormous amount of work" into the case. Dkt. No. 206 at 7-8. MDL Plaintiffs advised the Court that Class Counsel had already begun communicating with Government Plaintiffs and expected to coordinate without delaying the existing MDL schedule. *Id.* at 11. Deere similarly agreed that coordination could create efficiencies and that the MDL should continue on its existing schedule. *Id.* at 11-14.

111. One immediate coordination issue concerned confidential information that third-party OEMs had produced to the FTC during its pre-filing investigation. Those OEMs expressed concern that competitively sensitive documents and data produced through compulsory government process could be disclosed to Deere—their competitor—and thereafter to MDL Plaintiffs. At the January 24 hearing, the Court directed the parties and third parties to confer regarding a process for addressing those materials and required further reporting. Dkt. Nos. 205-206. Over the following months, Class Counsel participated in negotiations with Government Plaintiffs, Deere, and the OEMs concerning relevance, notice procedures, protections, and the circumstances under which investigative materials could be reproduced across the two actions.

112. Those negotiations resolved significant issues without Court intervention. By April 15, 2025, the OEMs agreed that materials from the FTC investigative files they previously had produced could also be produced to MDL Plaintiffs subject to specific protections. Dkt. No. 244.

113. On April 16, 2025, MDL Plaintiffs, Government Plaintiffs, and Deere entered into a formal Stipulation Regarding Coordination of Document Discovery in Related Actions. Dkt. No. 246. The stated purpose of the Stipulation was to "minimize the burden and expense of duplicative document discovery across cases." *Id.* at 2. Among other things, the Stipulation required discovery requests served in either action to be shared across the coordinated proceedings; required Deere to reproduce responses and responsive materials from one action into the other; established procedures for sharing third-party subpoenas, responses, and productions while preserving third-party objections; and provided that materials obtained through discovery in one action would be treated as obtained through discovery in the other. *Id.* at 2-4.

114. Coordination also extended to overlapping deposition discovery. Class Counsel conferred with Government Plaintiffs concerning third-party depositions noticed in the MDL, including depositions of other agricultural equipment manufacturers, and the parties attempted to coordinate where doing so would reduce duplication and witness burden. On April 22, 2025, the Court declined Deere's request to require Government Plaintiffs to participate immediately in four Deere depositions scheduled in the MDL, reasoning that Government Plaintiffs could later obtain relevant documents that would have been useful during those examinations. Dkt. No. 249 at 5. In the same order, the Court emphasized the "extensive discovery conducted by the MDL Plaintiffs and their very able counsel" and the "trove of discovery" already obtained through this litigation. *Id.* at 2-3.

115. The coordination framework continued to generate work after the principal MDL fact-discovery period. Deere reproduced to MDL Plaintiffs document collections and related privilege logs that it had produced to Government Plaintiffs, and Class Counsel reviewed those materials, raised questions concerning privilege log sufficiency, and coordinated updated

productions. Third-party productions obtained through the FTC investigation were likewise reproduced where permitted. This process enabled Class Counsel and Government Plaintiffs to benefit from discovery obtained in the parallel proceedings without requiring each side to duplicate every request, collection, and production.

116. The remaining dispute concerning highly confidential OEM materials culminated in the Court's August 8, 2025 Memorandum Opinion and Order. Dkt. No. 292. The Court denied the OEMs' request to prevent disclosure of the confidential information to Deere and the MDL Plaintiffs, opining that fairness required that MDL Plaintiffs likewise have access so that they would not litigate at an informational disadvantage. *Id.* at 16-18. The resulting coordination required substantial ongoing work by Class Counsel, but it expanded the evidentiary record available.

I. Expert Discovery

117. Expert work began during the investigative stage of the case and continued throughout. Co-Lead Counsel retained Monument Economics Group LLC ("MEG") and Dr. Lamb to provide economic consulting, research, and independent expert analysis concerning the issues in this litigation. Dr. Lamb is an economist with more than 30 years of experience analyzing markets and prices, including antitrust conduct, damages, and classwide impact, and he has substantial academic and professional experience concerning agricultural economics. Monument's engagement contemplated review and analysis of economic data and the preparation of reports, exhibits, charts, and other economic analyses needed for the litigation.

118. Throughout fact discovery, Class Counsel worked closely with Dr. Lamb and the Monument team to develop the factual and economic record necessary for class certification and merits analysis. That work included identifying categories of structured and transactional data

needed for relevant economic analysis, evaluating the completeness and usability of Deere and Dealer datasets, developing follow-up questions concerning those datasets, and coordinating supplementation where deficiencies existed. As discussed above, Class Counsel's review of various datasets resulted in explanations, additional fields, revised extraction procedures, and corrected information that could then be incorporated into the expert analysis.

119. Class Counsel also performed substantial work to assist the expert team in understanding and organizing the extensive factual record. Counsel prepared research memoranda and other work product synthesizing Deere documents, Dealer productions, deposition testimony, FTC investigative testimony, and third-party evidence. Counsel worked with the expert team to connect that record to the economic questions relevant to market definition, market power, competitive effects, classwide impact, and damages.

120. As fact discovery neared completion, the Parties negotiated a detailed protocol governing expert discovery. On July 2, 2025, the Court entered the Parties' stipulated Order Regarding Expert Discovery. Dkt. No. 287. The Order required, within three business days after service of an expert report, disclosure of relied-upon documents and public materials, certain percipient witness information, qualifications, prior testimony, compensation, and extensive backup materials. *Id*. at 2-4. For quantitative analyses, the required backup materials included underlying data, programs, spreadsheets, computerized regression analyses, intermediate working datasets, and computer code sufficient to reconstruct the expert's calculations and empirical results. *Id*. at 3-4.

121. On July 28, 2025, the Court entered Case Management Order No. 6. Dkt. No. 291. The Order contemplated retained expert testimony concerning, among other things, economic issues relevant to class certification, liability, and damages. *Id*. at 9. It required Plaintiffs to serve

their opening class-certification and merits expert reports by August 13, 2025, Deere's rebuttal reports by November 21, 2025, and Plaintiffs' reply reports by February 6, 2026, followed by expert depositions and *Daubert* proceedings. *Id*. at 2, 9-10.

122. On August 13, 2025, Plaintiffs served the combined class-certification and merits expert report of Dr. Lamb. The report exceeded 160 pages and addressed the relevant markets for large agricultural equipment and repair services; Deere's market power; Deere's economic incentives concerning repair competition; alleged harm to competition; classwide injury; and damages. In preparing the report, Dr. Lamb and his team therefore drew upon the discovery developed through the work described above.

123. Service of the report did not end Class Counsel's expert related work. Counsel coordinated the production of the extensive reliance and backup materials required by the expert discovery protocol and prepared for Deere's examination of Dr. Lamb and anticipated rebuttal expert analysis.

124. In November 2025, the Parties jointly advised the Court that Dr. Lamb's deposition had been set for December 11, 2025. Dkt. No. 313. Because Deere sought a reasonable period after the deposition to complete its rebuttal work, the Parties jointly requested, and the Court granted, corresponding extensions of the expert and case deadlines. Dkt. Nos. 313, 315. On December 10, 2025, the parties jointly moved to stay proceedings, Dkt. No. 319, and the Court granted the motion that same day, staying the action until further order. Dkt. No. 320.

J. Class-Certification Preparation

125. Class Counsel devoted substantial time and resources to developing the factual, legal, and expert record necessary to seek certification of the proposed Class.

126. Class Counsel's discovery strategy was informed throughout by the requirements of Rule 23. Counsel worked to develop common evidence concerning Deere's challenged conduct, the relevant markets, classwide impact, and damages, including through the extensive structured and transactional data described above. Counsel also worked with Dr. Lamb and his team to develop methodologies capable of evaluating injury and damages on a classwide basis.

127. Counsel separately researched and analyzed the legal requirements for certification, including class definition, commonality, typicality, adequacy, predominance, superiority, and the relationship between potential injunctive relief under Rule 23(b)(2) and damages relief under Rule 23(b)(3). Those issues informed both the scope of discovery and the preparation of Plaintiffs' combined class-certification and merits expert report served on August 13, 2025.

128. Under the Court's case-management schedule, class-certification proceedings were to follow completion of expert discovery and related *Daubert* proceedings. Settlement negotiations ultimately overtook that schedule.

K. Settlement Negotiations and Settlement

129. By the time the Parties began serious settlement discussions, the litigation had progressed through substantial motion practice, more than two years of fact discovery, extensive party and third-party depositions, coordination with the FTC, extensive economic work and modeling, and service of Plaintiffs' opening class-certification and merits expert report. Class Counsel therefore entered settlement negotiations with a developed factual and expert record and a substantial basis to evaluate the strengths and risks of Plaintiffs' claims, Deere's defenses, the

prospects for class certification, the range of potential damages, and the value of prospective injunctive relief.

130. To explore a potential resolution, the Parties retained the Honorable Layn R. Phillips (Ret.) to serve as mediator. Before mediation, Class Counsel prepared extensive submissions addressing the relevant factual, legal, economic, and remedial issues and worked to evaluate possible settlement structures. In October of 2025, the Parties participated in an all-day, in-person mediation in New York with Judge Phillips and his colleagues, the Honorable Sean Coffey (Ret.) and Niki Mendoza. No settlement was reached that day.

131. The mediation nevertheless precipitated continuing negotiations. Over the next two months, Class Counsel remained engaged with Deere and the mediators regarding both monetary and injunctive terms. By December 10, 2025, the Parties had reached agreement on the principal terms of a settlement sufficient to suspend further litigation activity while they continued negotiating and documenting the detailed terms of the resolution.

132. On December 10, 2025, the Parties jointly moved to stay the proceedings. Dkt. No. 319. The Court granted the motion the same day and stayed the Action until further order. Dkt. No. 320. During the stay, Class Counsel continued confidential negotiations with Deere concerning the detailed settlement terms, including the scope and duration of the proposed injunctive relief, the monetary consideration, releases, enforcement provisions, settlement administration, and related implementation issues. Those negotiations and drafting continued for several months and ultimately resulted in execution of the Settlement Agreement on March 6, 2026. Throughout this process, the settlement negotiations were conducted at arms-length; were protracted and hard-fought; and were overseen by an experienced mediation team.

133. Under the Settlement Agreement, Deere agreed to pay a $99 million monetary settlement plus interest accruing from January 15, 2026 for the benefit of the Settlement Class. The Settlement thus secured a substantial monetary recovery while eliminating the risks, additional expense, and delay associated with completing expert discovery, litigating *Daubert* and class certification motions, summary judgment, trial, and potential appeals.

134. The Settlement also provides substantial injunctive relief directed at the conduct challenged in the Action. Subject to the terms and limitations of the Settlement Agreement, Deere agreed for a 10-year period to make defined Repair Resources available to owners, lessors, and independent repair providers on Fair and Reasonable Terms; to make Future Repair Resources available as those resources are deployed broadly to Deere Dealers; to provide access to DTAC Solutions; and to enable additional diagnostic, programming, and repair capabilities, including offline reprogramming and diagnostics. The Settlement therefore provides relief directed not only toward past alleged overcharges, but also toward the repair tool access that was a principal focus of Plaintiffs' claims from the outset of the litigation.

135. Settlement-related work continued after execution of the Settlement Agreement. On April 6, 2026, Plaintiffs filed their Motion for Preliminary Approval of Settlement with Deere, Certification of the Proposed Settlement Class, and Related Relief, together with a supporting memorandum, Joint Declaration, Settlement Agreement, proposed Plan of Allocation, and other materials. Dkt. No. 333.

136. Class Counsel simultaneously undertook substantial work concerning notice and settlement administration. Deere provided additional data containing customer names and contact information, which Class Counsel and their consultants worked to merge with transactional and other datasets obtained during discovery. The objective was to maximize direct notice and, where

possible, provide Settlement Class members with pre-populated claim information derived from Deere's records rather than requiring farmers to locate historical repair documentation themselves. Plaintiffs advised the Court of that work on April 8, 2026, Dkt. No. 334, and thereafter submitted supplemental materials concerning the proposed notice program, claims process, and Plan of Allocation. Dkt. No. 337.

137. The Court held an in-person preliminary approval hearing on May 15, 2026. During that hearing, Co-Lead Counsel responded to the Court's detailed questions concerning the value of the monetary recovery, the scope and duration of the injunctive relief, litigation and appellate risks, the expert damages analysis, settlement class certification, notice, claims administration, and the negotiation process. The Court observed that the Settlement had been reached following extensive work by experienced counsel on both sides and through an arm's-length process involving experienced mediators. Judge Johnston further emphasized: "But this certainly was not a file and settle [case]. There was a lot of work that went into this on both sides. It was strenuously litigated, but professionally." May 15, 2026 Hr'g Tr. at 33:18-21. The Court then granted preliminary approval and, on May 18, 2026, entered its preliminary-approval order. Dkt. Nos. 340-341.

138. Following the later resolution of the related Government Action, additional work was required to coordinate the two settlements and revise the notice and preliminary approval materials. On August 17, 2026, the Court entered an Amended Preliminary Approval Order after considering the relief in both proceedings, the parties' position papers, amended notice materials, and an addendum to the Settlement Agreement. Dkt. No. 367.

III. MANAGEMENT OF CLASS COUNSEL AND TIME-AND-EXPENSE REPORTING

139. From the outset of the consolidated litigation, Co-Lead Counsel coordinated and directed the work performed in this litigation. Class Counsel assigned work based on the needs of the litigation, coordinated assignments across firms, and sought to avoid unnecessary duplication. These management efforts extended throughout the litigation and included discovery, briefing, depositions, expert work, third party discovery, and settlement related work.

140. Shortly after appointment, Co-Lead Counsel established written procedures governing the reporting of attorney time and litigation expenses. They distributed standardized reporting forms and instructed participating firms that time and expenses would be collected and reviewed to efficiently manage the litigation. Firms were required to maintain contemporaneous records and submit detailed time and expense information on a continuing basis.

141. The reporting procedures required time to be recorded in tenths of an hour, separately by task, and at the billing rate in effect when the work was performed. Block billing was prohibited, detailed supporting records were required, and specific time was capped.

142. The procedures also imposed substantive limitations designed to prevent unnecessary or duplicative lodestar. Among other things, firms were instructed not to report time for work that had not been requested or approved by Co-Lead Counsel; attendance at hearings or depositions that Co-Lead Counsel had not requested; duplicative work within a firm; generalized "read and review" activity unrelated to specifically assigned work; routine clerical or administrative tasks; or other work falling outside the prosecution of the Action. Class Counsel were advised that noncompliant time would not be included in a fee petition.

143. Co-Lead Counsel likewise established and administered a common-cost litigation fund to pay significant case wide expenses, including expert, deposition, and other substantial

litigation costs. Participating firms funded the litigation through assessments, and Co-Lead Counsel monitored the needs of the fund as the case progressed. Additional assessments were made when necessary as discovery, expert work, and other litigation expenses increased.

144. Firm-specific expenses outside the common fund were separately reported and remained subject to the expense-reporting requirements described above.

145. The reporting and review process was not a one-time exercise. Throughout the Action, Co-Lead Counsel monitored the time-and-expense submissions of participating firms, reminded counsel of the applicable requirements, and periodically reviewed and audited reported time and expenses for compliance.

146. Where entries did not comply with the established requirements or required further explanation, Class Counsel identified those entries and required the submitting firm either to make an appropriate adjustment or provide additional information demonstrating that the work was properly performed.

147. Class Counsel continued this review process and required participating firms to ensure that their time-and-expense records were complete, current, supported by appropriate backup, and consistent with the established protocols and prior audits. Firms were advised that unreported, unsupported, or noncompliant time and expenses could be excluded from the fee-and-expense application, and Class Counsel undertook further review of the submissions before compiling the amounts presented to the Court.

148. These procedures provided an ongoing mechanism for Class Counsel to monitor both the work being performed and the costs being incurred throughout the Action.

IV. LODESTAR

149. As described above, Co-Lead Counsel required participating firms throughout the litigation to maintain and regularly submit detailed time-and-expense records in accordance with the established reporting protocols. Co-Lead Counsel reviewed and audited those submissions, required corrections or additional support where appropriate, and excluded time that did not comply with the applicable requirements. The lodestar figures presented in support of this application reflect that review process.

150. Based on the reviewed and approved final time submissions of Co-Lead Counsel and other Class Counsel, Class Counsel collectively devoted 57,176.60 hours to the prosecution of this Action, resulting in an aggregate lodestar of $32,882,347.40**,** calculated using historical hourly rates in effect when the work was performed. This aggregate includes the compensable time of Co-Lead Counsel and other Class Counsel, as detailed below. *See* **Ex. 1** (summary of lodestar by firm).

151. Attached hereto as **Exhibits 4, 5,** and **6** are summaries of the hours and lodestar of Co-Lead Counsel CPM, Gustafson Gluek, and WBE, respectively. Those exhibits identify the attorneys and other professional personnel whose time is included, their applicable historical hourly rates, the hours recorded, and the resulting lodestar. Each Co-Lead Counsel firm has reviewed its reported time for compliance with the time-reporting requirements described above and with the audits and adjustments undertaken during the litigation.

152. Other Class Counsel that performed work at the direction of Co-Lead Counsel submit separate declarations in support of this fee application. For those firms, the compensable time included in the fee application begins with the Court's appointment of Plaintiffs' leadership on September 2, 2022. Their declarations set forth each firm's compensable hours, historical

hourly rates, resulting lodestar, and expenses, together with supporting time-and-expense summaries.

153. Class Counsel seek attorneys' fees in the amount of $37 million. Comparing that requested fee with Class Counsel's aggregate lodestar of $32,882,347.40 results in a lodestar multiplier of approximately 1.13**.** That multiplier does not account for additional work that Co-Lead Counsel will necessarily perform through final approval, implementation of the Settlement, claims administration, distribution, and any related proceedings.

V. LITIGATION EXPENSES

A. Individual Firm-Specific Expenses

154. In addition to the substantial attorney and professional time devoted to this Action, Class Counsel advanced significant out-of-pocket expenses necessary to prosecute the litigation. As described above, participating firms were required throughout the Action to separately report and document their firm-specific expenses in accordance with the Time and Expense Reporting Protocol.

155. Attached hereto as **Exhibits 4, 5,** and **6** are the expense summaries of Co-Lead Counsel CPM, Gustafson, and WBE, respectively. Those Exhibits identify the unreimbursed, firm specific expenses each Co-Lead Counsel incurred in connection with the prosecution of this Action. The expenses reflected in those Exhibits are based upon the firms' records and the supporting expense information maintained during the litigation.

156. Other Class Counsel submit separate declarations and supporting expense reports identifying the unreimbursed expenses for which they seek reimbursement. Based upon the approved, final submissions of Co-Lead Counsel and other Class Counsel's expenses, Class

Counsel's expenses through August 31, 2026 total $296,594.10. *See* **Ex. 2** (summary of expenses incurred by firm).

157. The firm-specific expenses described above, together with the common Litigation Fund expenses described below, comprise the aggregate expense reimbursement request.

B. Common Litigation Expenses

158. As discussed above, Co-Lead Counsel established a common Litigation Fund near the outset of the MDL to pay for the substantial expenses incurred during the litigation. The Fund was financed through assessments paid by Class Counsel, with additional assessments made during the course of the litigation as the needs and costs of the Action increased.

159. The Litigation Fund was used to pay significant expenses that were more efficiently incurred and administered centrally, including for experts, depositions, e-discovery solutions, and mediation, among other expenses. Co-Lead Counsel monitored the Litigation Fund and the expenses paid from it throughout the litigation.

160. Attached hereto as **Exhibit 3** is a summary of the expenses paid through the Litigation Fund from inception through October 30, 2026. Based on the final accounting, those common litigation expenses total $4,447,207.16. *See* **Ex. 3** (summary of litigation expenses incurred by the Litigation Fund).

161. The Litigation Fund expenses are separate from the firm-specific expenses reflected in the individual expense submissions. Contributions or assessments paid by counsel into the Litigation Fund are not claimed as reimbursable firm-specific litigation expenses. Accordingly, the expense request does not seek duplicative reimbursement of amounts paid through the Fund.

162. Based upon the final expense submissions of Co-Lead Counsel and other Class Counsel, together with the Litigation Fund accounting, Class Counsel incurred a total of

$4,743,801.26 in unreimbursed expenses in prosecuting this Action. These expenses were reasonably and necessarily incurred for the benefit of Plaintiffs and the proposed class in the investigation, prosecution, and resolution of the Action.

VI. CLASS REPRESENTATIVES AND REQUESTED SERVICE AWARDS

163. Plaintiffs also seek service awards for the Class Representatives who undertook substantial responsibilities on behalf of the proposed class throughout this litigation: Blake Johnson; Colvin Farms, LLC; Eagle Lake Farms Partnership; England Farms & Harvesting, LLC; Hapka Farms, Inc.; and Plum Ridge Farms, Ltd.[1] Plaintiffs additionally seek a service award for Wilson Farms, which was originally named as a Plaintiff but is not among the six Settlement Class Representatives. Although Wilson Farms has objected to the proposed Settlement, it nevertheless contributed to the prosecution of this Action by responding to Deere's discovery requests, sitting for a deposition, and otherwise assisting Class Counsel throughout the litigation.

164. From the outset of their involvement, the Class Representatives were advised of and accepted the responsibilities associated with serving as representatives of the proposed Class. Among other things, they preserved potentially relevant information, communicated regularly with counsel, reviewed significant pleadings and other case materials, responded to extensive written discovery, collected and produced documents and business records, prepared for and participated in depositions, remained informed regarding the progress of the Action, and later reviewed and discussed the proposed Settlement with counsel.

[1] The Consolidated Class Action Complaint originally identified nine named Plaintiffs. Dkt. No. 85 at 3. In addition to the six Settlement Class Representatives identified above and Wilson Farms, the original Plaintiffs included Robbins Family Grain Co., LLC, which voluntarily dismissed its claims without prejudice on March 8, 2023, Dkt. Nos. 125–26, and Trinity Dale Wells, whose claims were dismissed without prejudice on August 26, 2024, following a stipulation filed on August 23, 2024, Dkt. Nos. 185–86.

165. Deere directed substantial discovery to the Class Representatives. Each was required to respond to interrogatories, requests for production, and requests for admission, often requiring consultation with employees, accountants, and other custodians of business records. Collectively, the Class Representatives produced more than 26,000 pages of documents in response to Deere's discovery requests. Each representative also prepared for and participated in deposition discovery.

166. These obligations imposed meaningful demands on the Class Representatives while they continued operating their farms and agricultural businesses. Their individual declarations reflect substantial time devoted to gathering and reviewing documents, preparing discovery responses, consulting with counsel, preparing for and attending depositions, reviewing developments in the case, and carrying out their responsibilities to the proposed Class.

167. Each Class Representative submits a separate declaration in support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards. *See* **Exs. 23 - 28**. Those declarations describe in greater detail the representative's farming operations, experience with the repair restrictions challenged in this Action, discovery obligations, deposition preparation and testimony, time devoted to the litigation, communications with counsel, and consideration of the proposed Settlement.

168. Based upon their sustained participation and the significant time and effort they devoted to fulfilling their responsibilities throughout this litigation, we believe the service awards requested in the accompanying motion are appropriate and reasonable.

VII. NOTICE AND SETTLEMENT-ADMINISTRATION COSTS

169. Plaintiffs retained Angeion Group, LLC ("Angeion") to provide Rule 23 notice of the Settlement to members of the Settlement Class and settlement-administration services. The

Supplemental Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Settlement with Defendant Deere & Co. and Approval of Plan to Notify the Settlement Class and its supporting documents provide an overview of the proposed notice plan, settlement administration, and distribution of cash benefits. Dkt. No. 337.

170. Plaintiffs' economics expert, MEG, reviewed and analyzed the structured data produced by Deere and its Dealers in the Action. Given this expertise, MEG has also provided services in connection with notice and settlement administration. Specifically, MEG has assisted with reviewing, analyzing, merging, and cleaning the Deere equipment owner dataset and the Dealer repair services dataset to prepopulate claim forms with repair services data for Settlement Class Members. MEG has also been helping Angeion with verification of claim forms that include supplemental or updated purchase information.

171. As of October 30, 2026, Angeion has invoiced Plaintiffs $294,330.41 in connection with notice and settlement administration. Angeion anticipates invoicing Plaintiffs an additional $115,669.59 through the end of settlement administration and distribution, for a total estimated cost of $410,000.00.

172. As of October 30, 2026, MEG has invoiced Plaintiffs $178,890.00 in connection with notice and settlement administration. MEG anticipates invoicing Plaintiffs an additional $30,000.00 through the end of settlement administration and distribution for a total estimated cost of $208,890.00.

173. As of October 30, 2026, the total Angeion and MEG notice and settlement administration costs incurred are $473,220.41.

174. The total anticipated Angeion and MEG costs of notice and settlement administration through the end of settlement administration and distribution are $618,890.00.

175. The foregoing total notice and settlement administration costs of $618,890.00 does not include the $7,185.79 in escrow-agent bank fees discussed in paragraph 14 above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 30, 2026, in Burlingame, California.

/s/ Adam J. Zapala
Adam J. Zapala

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 30, 2026, in Minneapolis, Minnesota.

/s/ Daniel C. Hedlund
Daniel C. Hedlund

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 30, 2026, in Chicago, Illinois.

/s/ Kenneth A. Wexler
Kenneth A. Wexler