

**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

**PLAINTIFFS' UNOPPOSED MOTION TO AMEND THE MAY 18, 2026 ORDER
PRELIMINARILY APPROVING THE SETTLEMENT WITH DEFENDANT DEERE &
CO., CERTIFYING THE PROPOSED SETTLEMENT CLASS, APPROVING THE
PLAN TO NOTIFY THE SETTLEMENT CLASS,
AND PROVIDING RELATED RELIEF**

Plaintiffs respectfully move to amend the May 18, 2026 Order Preliminarily Approving the Settlement with Defendant Deere & Co., Certifying the Proposed Settlement Class, Approving the Plan to Notify the Settlement Class, and Providing Related Relief. In support of this Motion, Plaintiffs submit a Joint Declaration of Kenneth A. Wexler, Daniel C. Hedlund, and Adam J. Zapala and the exhibits thereto. A Proposed Order has been submitted to Proposed_Order_Johnston@ilnd.uscourts.gov.

Dated: July 27, 2026

Respectfully submitted,

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**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 IN SUPPORT OF PLAINTIFFS' MOTION TO AMEND THE
MAY 18, 2026 ORDER PRELIMINARILY APPROVING THE SETTLEMENT WITH
DEFENDANT DEERE & CO., CERTIFYING THE PROPOSED SETTLEMENT CLASS,
APPROVING THE PLAN TO NOTIFY THE SETTLEMENT CLASS,
AND PROVIDING RELATED RELIEF**

Pursuant to 28 U.S.C. § 1746, we, Kenneth A. Wexler, Daniel C. Hedlund, and Adam J. Zapala, declare as follows:

1. We have personal knowledge of the matters described below, and if called to testify upon them, would be competent to do so.
2. We submit this Joint Declaration in support of Plaintiffs' Motion to Amend the May 18, 2026 Order Preliminarily Approving the Settlement with Defendant Deere & Co., Certifying the Proposed Settlement Class, Approving the Plan to Notify the Settlement Class, and Providing Related Relief (the "Preliminary Approval Order").
3. Following entry of the Preliminary Approval Order, the Federal Trade Commission ("FTC"), the attorneys general of five states, and Deere & Company ("Deere") entered a Stipulated Order for Permanent Injunction and Other Relief (the "FTC Settlement") resolving a related action challenging Deere's alleged misconduct in connection with access to repair resources for Deere agricultural equipment. *See FTC v. Deere & Co.*, 3:25-cv-50017 (N.D. Ill.), Dkt. No. 260-1.

4. On July 9, 2026, the Court ordered the Plaintiffs, Deere, and the FTC to file by July 27, 2026 position papers (or a single agreed position paper) comparing the injunctive relief proposed in the Class Settlement and the FTC Settlement. Dkt. No. 350.

5. On July 16, 2026, Plaintiffs and Deere (the “Parties”) jointly moved the Court to suspend the then-extant schedule relating to final approval so that they could continue their meet-and-confer efforts regarding, *inter alia*, the interplay between the two settlements, any appropriate amendments to the Notice documents, and a revised schedule relating to final approval. Dkt. No. 352.

6. The Court granted that joint motion on July 17, 2026, ordering the Parties to submit revised class notice materials and a proposed revised schedule by July 27, 2026. Dkt. No. 353.

7. Plaintiffs and Deere subsequently met and conferred about the scope of the injunctive relief provided by the two settlements and agreed that the injunctive provisions in both Settlements are the same in substance and meaning.

8. The Parties then executed an Addendum to the Settlement Agreement— attached as **Exhibit 1** hereto (the “Addendum”)—to clarify the interplay between the Settlement in this Action and the FTC Settlement. The Addendum clarifies that “despite minor differences in language used, the repair resources covered by the injunctive provisions in this Settlement and the Stipulated Order for Permanent Injunction and Other Relief between Deere and the FTC . . . are the same in substance and meaning.” Ex. 1, ¶ 1. It provides further that the Parties “agree that the scope of repair resources covered by this Settlement and the FTC Settlement shall be interpreted identically.” *Id.* The Settlement Agreement is otherwise unchanged.

9. As directed by the Court, on July 27, 2026, Plaintiffs, Deere, and the FTC filed position papers comparing the injunctive relief in each case. Plaintiffs’ joint filing with Deere

demonstrates that the injunctive relief obtained in both cases is effectively the same in every material respect.

10. As the injunctive terms are the same as what we achieved in the MDL Settlement, the FTC Settlement confirms that Plaintiffs' proposed Settlement with Deere is fair, reasonable, and adequate. It remains an excellent result for the Settlement Class.

11. Plaintiffs do, however, believe that certain revisions to the Notices and Notice Plan are appropriate in the wake of the FTC Settlement. The revised Notices are enclosed as **Exhibits 2-4**.

12. The revised Long-Form Notice and Email Notice now include discussion of the FTC Settlement, including language specifically advising Settlement Class Members that the FTC Settlement does not provide for any monetary recovery for individual class members and that Settlement Class Members must follow the instructions set forth in the Long-Form Notice in order to obtain monetary relief. *See* Exs. 2, 3.

13. Each of the revised Notices also incorporates a modified schedule accommodating August 14, 2026 as the new date for the commencement of Notice. *See* Exs. 2-4. That amended schedule—alongside the original schedule entered by the Court in its Preliminary Approval Order—is as follows:

Event	Original Deadline	Amended Deadline
Notice to Settlement Class Commences ("Notice Date")	July 17, 2026	August 14, 2026
Deadline for Fee Motion	August 17, 2026	October 16, 2026
Opt-Out Deadline	September 15, 2026	November 13, 2026
Objection Deadline	September 15, 2026	November 13, 2026
Deadline for Plaintiffs to file Motion for Final Approval of	September 22, 2026	December 4, 2026

Settlement and Reply in Support of Fee Motion		
Deadline for filing Claim Forms	October 15, 2026	December 14, 2026
Fairness Hearing	October 29, 2026 at 10:00 AM	TBD

14. Plaintiffs have made certain other revisions to the Long-Form Notice, including edits to: 1) clarify when new tools become “available” for purposes of the injunctive relief, *see* Ex. 2, ¶ 8; and 2) streamline objection procedures by permitting email notification to Class Counsel, *id.* ¶ 19.

15. Although Plaintiffs’ previously approved Notice Plan—as laid out in the Schachter Declaration filed by Plaintiffs on April 20, 2026 (Dkt. No. 337-2)—provided that direct notice would be provided via first-class U.S. Mail only for those Settlement Class members for whom the Class List included a complete mailing address but not a valid email address, the Notice Plan now provides for providing mailed notice to all Settlement Class Members with complete mailing addresses in addition to the email notice already described in the Notice Plan.

16. Pursuant to the Court’s Case Procedures, Plaintiffs will submit electronically a proposed Amended Preliminary Approval Order accounting for the issues addressed herein.

We declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed on July 27, 2026 in Chicago, IL.

/s/ Kenneth A. Wexler
Kenneth A. Wexler

/s/ Daniel C. Hedlund
Daniel C. Hedlund

/s/ Adam J. Zapala
Adam J. Zapala

Exhibit 1

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

IN RE: DEERE & COMPANY REPAIR
SERVICES ANTITRUST LITIGATION

MDL No. 3030

Case No.: 3:22-cv-50188

Hon. Iain D. Johnston

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

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

RECITATIONS

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

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

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

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

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

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

2. The Settlement Agreement is otherwise unchanged.

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

Dated: July 27, 2026

Respectfully submitted:

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Defendant Deere & Company

Exhibit 2

NOTICE OF PROPOSED CLASS-ACTION SETTLEMENT

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

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

If you purchased Repair Services for John Deere Large Agricultural Equipment from John Deere or a Deere authorized Dealer in the United States during the period of January 10, 2018 through May 18, 2026, you may get a payment from a class-action Settlement.

- The purpose of this Notice is to alert you to a proposed settlement of a class-action lawsuit in which Plaintiffs have alleged, among other things, that defendant Deere & Company, doing business as John Deere (“Deere” or “John Deere”), engaged in an anticompetitive scheme to withhold from customers and independent repair providers (“IRPs”) certain repair tools for Deere-manufactured agricultural equipment that depend for their functioning, in part, on electronic control units and which include large and medium tractors (all 6000, 7000, 8000 and 9000 Series models); combines; cotton pickers; cotton strippers; sugarcane harvesters; tillage, seeding (including planters), and application equipment and sprayers (“Large Agricultural Equipment”). Plaintiffs allege that Class members were thus required to use Deere authorized Dealers for the diagnosis, maintenance, and repair of their Deere Large Agricultural Equipment (“Repair Services”) and, as a result, paid more than they should have for those Repair Services. John Deere denies any wrongdoing. The lawsuit is referred to in the rest of this document as the “Action.”
- Plaintiffs and John Deere have reached a proposed settlement to end the Action (the “Settlement”) consisting of \$99 million dollars and injunctive relief involving changes to Deere’s business practices relating to repair. At the time of this Notice, the total value of the Settlement is estimated by Plaintiffs’ expert to be between \$392.9 million and \$747 million. This Settlement value includes: (1) \$99 million cash, plus interest that has been accruing since January 15, 2026 (the “Settlement Fund”); and (2) injunctive relief requiring Deere to make repair capabilities and tools available to farmers and IRPs. The estimated value of the injunctive relief is between \$293.9 million and \$648 million. The injunctive relief provisions require Deere to provide customers and IRPs with all the digital tools required for the maintenance, diagnosis, and repair of Deere Large Agricultural Equipment without which such equipment cannot be operated in the manner for which it was designed. The repair tools to be provided by Deere to farmers and IRPs under the Settlement will mean that farmers will no longer have to go to Deere authorized Dealers for repairs.
- PLEASE NOTE that the Federal Trade Commission and the attorneys general of five states (the “FTC”) has entered into an independent settlement with Deere (the “FTC Settlement”) for injunctive relief, for which you will be receiving a separate notice. Despite some language

differences in the settlement agreements, the repair resources covered by the injunctive provisions in this Settlement and the FTC Settlement are the same in substance and meaning and, for the avoidance of doubt, the parties have agreed that the scope of repair resources covered by this Settlement and the FTC Settlement shall be interpreted identically. In contrast to this case, however, the FTC Settlement does not provide for any monetary recovery for individual class members. **To obtain monetary relief, you must follow the instructions set forth in this Notice.**

- For purposes of this Settlement, the “Settlement Class” is defined as: All persons and entities who purchased Repair Services for Deere Large Agricultural Equipment from John Deere or its authorized Dealers in the United States between January 10, 2018 and May 18, 2026 (the “Class Period”). Excluded from the Settlement Class are all governmental entities; Deere and any parent, subsidiary, or affiliate thereof; Deere’s officers, directors, employees, and immediate families; and any judicial officer presiding over this Action and the members of his/her judicial staff and immediate family.
- The injunctive relief in the Settlement will be provided for the benefit of all members of the Settlement Class.
- A portion of the Settlement Fund Amount will be used by the settlement administrator (“the Settlement Administrator”) to distribute notice and administer the Settlement; this includes sending notice of the proposed Settlement, managing the claims process, and distributing funds to eligible claimants, among other tasks. Attorneys for the Class (“Settlement Class Counsel”) will also apply for an award of attorneys’ fees not to exceed \$45 million, reimbursement of litigation costs and expenses not to exceed \$6 million, and \$25,000 service awards to each of the Named Plaintiffs, which will be paid from the Settlement Fund Amount if approved by the Court.
- The remainder of the Settlement’s proceeds (the “Net Settlement Fund”) will be available for distribution to Settlement Class members who file valid and timely claims. Cash payments from the Net Settlement Fund will be made to only those Settlement Class members who file valid, timely Claims.
- Visit www.DeereRepairSettlement.com for more information about the Settlement.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
FILE A CLAIM FORM	Filing a claim form is the only way to receive money from the Settlement. That claim form must be submitted on or before December 14, 2026 for you to be eligible to receive payment from the Net Settlement Fund.
DEADLINE: December 14, 2026	You do <i>not</i> need to file a claim form to receive the benefit of the injunctive relief. The injunctive relief provided by the Settlement applies uniformly to you and all members of the Settlement Class, regardless of whether you file a claim form. Your interests will be represented by the Settlement Class Representatives and Settlement Class Counsel listed below. As a member of the Settlement Class, you will be bound by any judgment dismissing with prejudice the claims against John

	Deere, and you will not be able to file or maintain your own lawsuit against John Deere regarding the subject of this lawsuit.
DO NOTHING AND REMAIN IN THE SETTLEMENT CLASS	If you do nothing, and do not exclude yourself by November 13, 2026, you will remain a member of the Settlement Class, you will be bound by any judgment dismissing with prejudice the claims against John Deere, and you will not be able to file or maintain your own lawsuit against Deere regarding the subject of this Action. If you do not file a claim by December 14, 2026, you will not be eligible to receive a payment under the Settlement, but you will still receive the benefit of the injunctive relief.
SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
EXCLUDE YOURSELF DEADLINE: November 13, 2026	Excluding yourself from the Settlement means you will get no payment. This is the only option that allows you to keep the right to assert your own claims for damages or other relief against John Deere based on allegations related to this Action.
OBJECT AND/OR ATTEND HEARING DEADLINE: November 13, 2026	You can object to any part of the Settlement. If you wish to object to the Settlement, or anything else referenced in this Notice, you must file a written objection by November 13, 2026. You may also request to be heard at the Fairness Hearing.
FUTURE ENFORCEMENT OF THE SETTLEMENT AGREEMENT & INJUNCTIVE RELIEF PROVISIONS	The Court in this case will have jurisdiction to enforce the injunctive relief provided in the Settlement Agreement for the next ten years. This means that if you believe John Deere is not complying with the requirements in the Settlement Agreement, you may—after providing written notice of non-compliance to Settlement Class Counsel and John Deere and engaging in good-faith discussions to try to resolve the issues you raise—file a motion and request that the Court enforce the terms of the Agreement. You can learn more about your right to ask the Court to enforce the Settlement Agreement in that Agreement, which is available at www.DeereRepairSettlement.com .

- These rights and options—and the deadline to exercise them—are explained in this Notice.
- The Court in charge of this Action still must decide whether to approve the Settlement. Injunctive relief will be implemented and payments from the Net Settlement Fund will be made only after the Court finally approves the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I receive a Notice?

A Court authorized this Notice to explain the rights Settlement Class members have pursuant to the Settlement. If you are a member of the Settlement Class and the Settlement is approved, you will receive the benefit of the injunctive relief in the Settlement, and you could be eligible to receive a payment from the Net Settlement Fund. **To know if you qualify, see the answer to Question 5.**

2. What is this lawsuit about?

The people who sued are called “Named Plaintiffs.” The plaintiffs representing you in this Settlement are referred to as “Class Representatives.” Deere & Company, doing business as John Deere, is the defendant.

The lawsuit alleged, among other things, that Deere violated the federal antitrust laws by engaging in an anticompetitive scheme to withhold from customers and IRPs certain repair tools for Large Agricultural Equipment, which led customers to pay more for repair services for their Large Agricultural Equipment than they would have in a fully competitive market. John Deere denies these allegations. The Court has not decided who is right.

Important information on the case will be posted on the Settlement website, www.DeereRepairSettlement.com, as it becomes available. Please check the website to be kept informed about any future developments.

3. What is a class action?

In a class action, plaintiffs sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “class members.” One court resolves the issues for all class members, except for the people who exclude themselves from the class. Here, the Honorable Iain D. Johnston of the United States District Court for the Northern District of Illinois, Western Division is the judge presiding over this case. The case is *In re Deere & Company Repair Services Antitrust Litigation*, Case No. 3:22-cv-50188.

4. Why is there a Settlement of this lawsuit?

The Court did not decide in favor of the Plaintiffs or Deere. Instead, both sides agreed to the Settlement. Class members receive the benefit of injunctive relief and can get compensation. Class Counsel think the Settlement is best for the Settlement Class.

THE SETTLEMENT CLASS

5. Who is in the Settlement?

The Settlement Class consists of persons or entities who purchased Repair Services for Deere Large Agricultural Equipment from John Deere or its authorized Dealers in the United States between January 10, 2018 and May 18, 2026. Excluded from the Settlement Class are all governmental entities; Deere and any parent, subsidiary, or affiliate thereof; Deere’s officers, directors, employees, and immediate families; and any judicial officer presiding over this action and the members of his/her judicial staff and immediate family.

Equipment qualifying as “Deere Large Agricultural Equipment” is agricultural equipment manufactured by John Deere, which depend for their functioning, in part, on electronic control units (“ECUs”) and which include large and medium tractors (all 6000, 7000, 8000, and 9000 Series models); combines; cotton pickers; cotton strippers; sugarcane harvesters; tillage, seeding (including planters), and application equipment and sprayers.

“Repair Services” refers to the diagnosis, maintenance, and/or repair of any Deere Large Agricultural Equipment.

6. What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at 1-844-644-4294 or email info@DeereRepairSettlement.com for more information.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Deere has agreed to provide injunctive relief to the Settlement Class by providing customers and IRPs access to digital tools required for the maintenance, diagnosis, and repair of Deere Large Agricultural Equipment, and without which such equipment cannot be operated in the manner for which it was designed. This relief means that farmers do not have to use the services of a Deere authorized dealer to obtain Repair Services.

Deere will also pay \$99 million, plus interest accruing since January 15, 2026, into a “Settlement Fund.” After deduction for attorneys’ fees not to exceed \$45 million, litigation costs and expenses not to exceed \$6 million, \$25,000 service awards for each of the seven Named Plaintiffs, notice and claims-administration costs, and applicable taxes and tax-preparation expenses (*see* Question 15), the Net Settlement Fund will be distributed to Settlement Class members who submit valid and timely claims.

At the time of this Notice, the total value of the proposed Settlement is estimated by Plaintiffs’ expert to be between \$392.9 million and \$747 million (\$99 million cash, plus the value of the injunctive relief, which is estimated to be between \$293.9 million and \$648 million).

More details are in the Settlement Agreement, available at www.DeereRepairSettlement.com.

8. What is the difference between injunctive relief and monetary relief?

This Settlement has two parts: 1) injunctive relief; and 2) monetary relief.

Injunctive relief concerns the actions John Deere must take under the Settlement Agreement; in this regard, John Deere has agreed to provide customers and IRPs access, on fair and reasonable terms, to digital tools required for the maintenance, diagnosis, and repair of Deere Large Agricultural Equipment, and without which such equipment cannot be operated in the manner for which it was designed. The injunctive relief is intended to provide repair tools and diagnostic capabilities so that farmers and IRPs do not have to use an authorized Deere dealer for their repair needs. You do not have to do anything to receive this injunctive relief. As a member of the Settlement Class, you will have access, on fair and reasonable terms, to these digital tools (along with new repair tools as soon as Deere makes them available), and you—along with all other owners of Deere Large Agricultural Equipment and IRPs—will be able to obtain and use them. (New tools covered by the injunction are “available” when they pass Deere’s internal development and testing processes and are distributed to more than 50% of authorized Deere dealers for widespread use in the Deere repair ecosystem.) The Court in this case will have jurisdiction to enforce the injunctive relief in the Settlement Agreement for ten years.

Monetary relief is the money that John Deere is paying into the Settlement Fund. Settlement Class members must file a valid claim to be eligible to receive payment from the Net Settlement Fund.

9. How much money can I get from the Settlement and what is the distribution plan?

The amount of your payment will be determined by the Plan of Allocation, if it is approved, or by such other plan of allocation that the Court approves.

The Plan of Allocation provides for a *pro rata* distribution of the Net Settlement Fund to eligible claimants that purchased Repair Services for Large Agricultural Equipment by direct payment or extended warranty coverage (but not Deere factory warranty repairs). Each eligible claimant's award will be calculated based on the total number of labor hours expended on Repair Services for the claimant's qualifying Large Agricultural Equipment between January 10, 2018 and May 18, 2026. By tying monetary relief to actual hours spent by Deere authorized Dealers providing Repair Services on Large Agricultural Equipment during the Class Period, each Settlement Class member's individual share of the Settlement will be pegged to the anticompetitive harm they suffered. As an example, if during the Class Period Deere authorized Dealers expended on your Large Agricultural Equipment 1% of all labor hours included in validly submitted claims, you would receive 1% of the Net Settlement Fund.

If the qualifying Repair Services on your Large Agricultural Equipment were completed under an extended warranty that you purchased, you are eligible to receive payment for those Repair Services. You must, however, include in your claim form the requested information about the purchase of the extended warranty. Repairs made pursuant to Deere factory warranties are not eligible for recovery in the Settlement.

Plaintiffs have data from John Deere and other sources regarding the number of labor hours expended repairing each piece of Deere Large Agricultural Equipment during the Class Period. In many instances, your qualifying Repair Services will be reflected in those records, and you will receive by mail or email a notice instructing you how to access that information using a Notice ID and Confirmation Code. If your Repair Services are not included in the data from John Deere—such that you do not receive a notice with a Notice ID and Confirmation Code—or you believe the data from John Deere does not include *all* of your qualifying Repair Services, you will need to provide records or documentation of the Repair Services for which you seek compensation.

Should the Settlement Administrator request additional information regarding your claim after it is submitted, you must provide those records or risk having the Repair Services that are the subject of the request deducted from your recovery.

For more information on how to make a claim, see Question 11 and www.DeereRepairSettlement.com.

10. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself from the Settlement with a valid request for exclusion (see Question 16), you cannot sue, continue to sue, or be part of any other lawsuit against John Deere relating to the issues in this case.

The “Released Claims” in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement can be viewed at www.DeereRepairSettlement.com.

HOW TO GET A PAYMENT—MAKING A CLAIM FOR MONETARY DAMAGES

11. How can I get a payment?

Any person or entity who purchased Repair Services for Deere Large Agricultural Equipment from John Deere or its authorized Dealers in the United States between January 10, 2018 and May 18, 2026 can file a claim at www.DeereRepairSettlement.com, or return the claim form to the Settlement Administrator at the address set forth below in Question 26 on or before December 14, 2026.

12. When will I get my payment?

At this time, it is not known precisely how much each eligible claimant will receive or when payments will be made. The Court will hold a hearing on XXXX at XX Central, at the Stanley J. Roszkowski U.S. Courthouse, 327 South Church Street, Rockford, IL 61101, Courtroom 5200, to decide whether to approve the Settlement. If the Court approves the Settlement, there may still be appeals of that decision. No payments to Settlement Class members will be made until any such appeals are resolved and the claims process has been completed, and it is hard to estimate how long that might take.

Updates regarding the Settlement and when payouts will be made will be posted on the Settlement website, www.DeereRepairSettlement.com.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Wexler Boley & Elgersma LLP, Gustafson Gluek PLLC, and Cotchett, Pitre & McCarthy, LLP to represent you and the other Settlement Class members. These firms are called Settlement Class Counsel. You will not be charged for their services.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Settlement Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

You do not have to pay Settlement Class Counsel. Settlement Class Counsel, who have not been paid for their services since this case began in 2022, will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs and expenses they advanced in pursuing the claims. The attorneys' fees will compensate Settlement Class Counsel for investigating the facts, litigating the case, and

negotiating and administering the Settlement. Settlement Class Counsel's attorneys' fee request will not exceed one-third of the combined value of the Settlement Fund and the value of the injunctive relief. In no event will Settlement Class Counsel seek a fee exceeding \$45 million. Additionally, Settlement Class Counsel will seek reimbursement of their out-of-pocket litigation expenses to be paid out of the Settlement Fund in an amount not to exceed \$6 million.

Plaintiffs will also ask the Court to approve \$25,000 service-award payments out of the Settlement Fund for each of the seven Named Plaintiffs, each of whom sat for a deposition, produced documents, and actively participated in the Action.

The costs of providing this Notice and administering the Settlement, including managing the claims process and distributing funds to eligible claimants, are also being paid from the Settlement Fund.

Applicable taxes on the Settlement Fund and tax-preparation expenses will also be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the benefits from the Settlement and you want to keep your right, if any, to sue John Deere for relief addressing the factual and legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

16. How do I get out of the Settlement?

Any Settlement Class member may opt out of the Settlement by sending a letter that includes the following to the address below:

- The case name and number;
- Your full name, current mailing address, telephone number, and email address;
- A statement that the person or entity wants to be excluded from the Settlement Class for monetary relief; and
- Your signature if you are an individual, or if the Class Member is an entity, a signature from the authorized representative of the entity along with a statement of that person's position or authority by which he or she has the power to exclude the entity from the Settlement Class.

Deere Repair Services Antitrust Litigation
Attn: Exclusions
P.O. Box 58220, Philadelphia, PA 19102

Settlement Class members are not permitted to exclude other Settlement Class members. Group or class-wide exclusions also are not permitted. A request for exclusion must be submitted by each Settlement Class member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class member must include proof of the representative's legal authority and authorization to act and request exclusion on behalf of each Settlement Class member they seek to opt out.

If you exclude yourself from the Settlement, you will not receive any money from the Net Settlement Fund, you will not be legally bound by anything that happens in the lawsuit, and you may be able to sue (or continue to sue) John Deere in the future in connection with the issues in this case.

Mailed opt-out requests must be sent (i) by first-class U.S. mail, with postage prepaid and postmarked on or before November 13, 2026, or (ii) by registered, or certified mail delivery as shown by receipt as sent on or before November 13, 2026.

A request for exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the individual or entity filing such an invalid request shall remain a Settlement Class member and shall be bound by the Settlement, if approved.

17. If I do not opt out, can I sue John Deere for the same thing later?

No. Unless you opt out, you give up the right to sue John Deere for the claims the Settlement resolves. You must exclude yourself from the Settlement Class if you want to try to pursue your own lawsuit.

18. What will happen if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be able to object to the Settlement; you will not be bound by any further orders or judgments in this Action; and you will keep the right, if any, to sue John Deere regarding the claims alleged in this Action by filing or continuing your own lawsuit at your own expense.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member and do not opt out of the Settlement, you can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as submitted by the parties. If the Court denies approval, no Settlement payments will be made, the injunction will not go into effect, and the lawsuit will continue against Deere. If that is what you want to happen, you may object. You may also object to the requests for attorneys' fees, litigation costs and expenses, and service awards. You may choose to appear at the Fairness Hearing, either in person or through your own attorney, although you are not required to do so. If you appear through your own attorney, you are responsible for paying that attorney.

Your objection must be in writing.

To object, you must file a document with the Court saying that you object to the proposed Settlement in *In re Deere & Company Repair Services Antitrust Litigation*, Civil Action No. 3:22-cv-50188, MDL No. 3030. Your objection must include:

- Your name, address, email address, and the identity of and contact information for any attorney representing you;
- Whether you plan to appear, either in person or through counsel, at the Fairness Hearing;

- Proof of membership in the Settlement Class, including any documentation evidencing you purchased Repair Services from Deere or an authorized Dealer during the Class Period;
- The specific reasons you object, along with any supporting materials or documents in support of the objection;
- Whether your objection applies only to yourself, to a subset of the Settlement Class, or to the Settlement Class as a whole;
- A list of all class action settlements to which you and/or your counsel have previously objected; and
- Your signature.

You must send the objection to the Court at the address indicated below, by first-class U.S. mail postmarked no later than November 13, 2026, or by registered or certified mail delivery as shown by receipt as sent on or before November 13, 2026. You must also send your objection to the lawyers listed below, either by mail (as just described) or by email to each of the following addresses:

Court	Class Counsel	Counsel for John Deere
Clerk of the Court United States District Court for the Northern District of Illinois Western Division Stanley J. Roszkowski United States Courthouse 327 South Church Street Rockford, IL 61101	Kenneth A. Wexler Wexler Boley & Elgersma LLP 311 South Wacker Drive, Suite 5450 Chicago, IL 60606 kaw@wbe-llp.com Daniel C. Hedlund Gustafson Gluek PLLC 120 South Sixth Street Suite 2600 Minneapolis, MN 55402 dhedlund@gustafsongluek.com Adam J. Zapala Cotchett, Pitre & McCarthy LLP 840 Malcom Road Burlingame, CA 94010 azapala@cpmlegal.com	Tiffany D. Lipscomb-Jackson JONES DAY 325 John H. McConnell Blvd. Suite 600 Columbus, OH 43215-2673 tdlipscombjackson@jonesday.com

If your mailed objection is not postmarked by the deadline and does not include the information listed above, it will not be valid. Similarly, if the objection emailed to Class Counsel is not received by November 13, 2026, and does not include the information listed above, it will not be valid.

In addition, any objector or counsel for an objector that desires to appear at the Fairness Hearing must file with the Court, and send to the designees of Class Counsel and John Deere's Counsel identified above, by first-class U.S. mail and postmarked by November 13, 2026, by registered or certified mail delivery as shown by receipt as sent on or before November 13, 2026, or by email sent on or before November 13, 2026, a separate notice of intention to appear in *In re Deere & Company Repair Services Antitrust Litigation*, Case No. 3:22-50188 (N.D. Ill.) that identifies by name, position, address, email address, and telephone number each person who intends to appear at the Fairness Hearing on behalf of the objector as well as the objector's signature.

20. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on XXXX at XX Central in the United States District Court for the Northern District of Illinois, Western Division, in Courtroom 5200 located at the Stanley J. Roszkowski United States Courthouse, 327 South Church Street, Rockford, IL 61101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to award the requested attorneys' fees, litigation costs and expenses, and service awards. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice. The date of the Fairness Hearing may change without further notice. Be sure to check the website, www.DeereRepairSettlement.com, for news of any such changes.

22. Do I have to come to the Fairness Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but doing so is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (discussed above at Question 19) that you intend to appear at the hearing. You must include your name, address, and signature. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, and do not file a claim or exclude yourself by November 13, 2026, you will remain a member of the Settlement Class, you will be bound by any judgment dismissing with prejudice the claims against John Deere, and you will not be able to file or maintain your own lawsuit against John Deere regarding the subject of this Action. If you do not file a claim by December 14, 2026, you will not be eligible to receive a payment under the Settlement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other important case documents. You can get a copy of these documents at www.DeereRepairSettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO ASK ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

26. How do I get more information?

The Settlement Website at www.DeereRepairSettlement.com has important Court documents and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

You can also call or write to the Settlement Administrator at:

Deere Repair Services Antitrust Litigation
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA19103
info@DeereRepairSettlement.com

Exhibit 3

To: [Class Member Email Address]
From: info@DeereRepairSettlement.com
Subject: Court-Approved Email Notice of Deere Repair Services Antitrust Litigation Settlement

If you purchased Repair Services for John Deere Large Agricultural Equipment from John Deere or a Deere-authorized dealer in the United States during the period of January 10, 2018 through May 18, 2026, you may get a payment from a class-action Settlement.

«First Name» «Last Name»
Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

The purpose of this Notice is to alert you to a proposed settlement of a class-action lawsuit in which Plaintiffs have alleged, among other things, that Defendant Deere & Co., doing business as John Deere, engaged in an anticompetitive scheme to withhold from farmers and independent repair providers repair tools for Deere-manufactured agricultural equipment that depend for their functioning, in part, on electronic control units and which include large and medium tractors (all 6000, 7000, 8000 and 9000 Series models); combines; cotton pickers; cotton strippers; sugarcane harvesters; tillage, seeding (including planters), and application equipment and sprayers (“Large Agricultural Equipment”). As a result, farmers are forced to use Deere-authorized Dealers for the diagnosis, maintenance, and repair of their Deere Large Agricultural Equipment (“Repair Services”). Plaintiffs allege this conduct forces farmers to pay more for Repair Services for their Large Agricultural Equipment than they would have if they had been able to fix their Large Agricultural Equipment themselves or use the services of independent repair providers (“IRPs”).

- **Why am I receiving this Notice?**

A Court authorized this Notice to advise you of the rights Settlement Class members have pursuant to the Settlement. If you are a member of the Settlement Class and the Settlement is approved, you will receive the benefit of the injunctive relief in the Settlement, and you could be eligible to receive a payment from the Net Settlement Fund.

- **What does the Settlement provide?**

Deere has agreed to an injunction requiring it to provide access to digital tools required for the maintenance, diagnosis, and repair of Deere Large Agricultural Equipment, and without which such equipment cannot be operated in the manner for which it was designed. This relief means that farmers will not have to use the services of a Deere-authorized Dealer to obtain Repair Services.

Deere will also pay \$99 million, plus interest accruing since January 15, 2026, into a “Settlement Fund.” After deduction for attorneys’ fees not to exceed \$45 million, litigation costs and expenses

not to exceed \$6 million, \$25,000 service awards to each of the Named Plaintiffs, notice and claims-administration costs, and applicable taxes and tax-preparation expenses, the Net Settlement Fund will be distributed to Settlement Class members who submit valid and timely claims.

At the time of this Notice, the total value of the Settlement is estimated by Plaintiffs' expert to be between \$392.9 million and \$747 million. This Settlement value includes: (1) \$99 million cash, plus interest that has been accruing since January 15, 2026; and (2) injunctive relief requiring Deere to make repair capabilities and tools available to farmers and IRPs. The injunctive relief provisions require Deere to provide customers and IRPs with all the digital tools required for the maintenance, diagnosis, and repair of Deere Large Agricultural Equipment without which such equipment cannot be operated in the manner for which it was designed. The Repair Tools to be provided by Deere to farmers and IRPs under the Settlement will mean that farmers will no longer have to go to Deere-authorized Dealers for repairs. The estimated value of the injunctive relief is between \$293.9 million and \$648 million.

More details are in the Settlement Agreement, available at www.DeereRepairSettlement.com.

PLEASE NOTE that the Federal Trade Commission and the attorneys general of five states (the "FTC") has entered into an independent settlement with Deere (the "FTC Settlement") for injunctive relief, for which you will be receiving a separate notice. Despite some language differences in the settlement agreements, the repair resources covered by the injunctive provisions in this Settlement and the FTC Settlement are the same in substance and meaning and, for the avoidance of doubt, the parties have agreed that the scope of repair resources covered by this Settlement and the FTC Settlement shall be interpreted identically. In contrast to this case, however, the FTC Settlement does not provide for any monetary recovery for individual class members. To obtain monetary relief, you must follow the instructions set forth in this Notice.

- **How much money can I expect to get from the Settlement?**

The amount of your payment will be determined by the Plan of Allocation, if it is approved, or by such other plan of allocation that the Court approves.

The Plan of Allocation provides for a *pro rata* distribution of the Net Settlement Fund to eligible claimants that purchased Repair Services for Large Agricultural Equipment by direct payment or extended warranty coverage (but not Deere factory warranty repairs). Each eligible claimant's award will be calculated based on the total number of labor hours expended on Repair Services for the claimant's qualifying Large Agricultural Equipment between January 10, 2018 and May 18, 2026. By tying monetary relief to actual hours spent by Deere authorized Dealers providing Repair Services on Large Agricultural Equipment during the Class Period, each Settlement Class member's individual share of the Settlement will be pegged to the anticompetitive harm they suffered. As an example, if during the Class Period Deere authorized Dealers expended on your Large Agricultural Equipment 1% of all labor hours included in validly submitted claims, you would receive 1% of the Net Settlement Fund.

If the qualifying Repair Services on your Large Agricultural Equipment were completed under an extended warranty that you purchased, you are eligible to receive payment for those Repair Services. You must, however, include in your claim form the requested information about the

purchase of the extended warranty. Repairs made pursuant to Deere factory warranties are not eligible for recovery in the Settlement.

- **How do I file a claim?**

Please visit www.DeereRepairSettlement.com to access the Claim Form or to submit your claim online. Claims must be submitted on or before **December 14, 2026**.

Plaintiffs have comprehensive data from John Deere and other sources regarding the number of labor hours expended repairing each piece of Deere Large Agricultural Equipment during the Class Period. In most instances, your qualifying Repair Services will be reflected on a prepopulated Claim Form based on those records, and you will be able to access this data when submitting a claim at www.DeereRepairSettlement.com by inputting the Notice ID and Confirmation Code (available at the top of this email) to submit your claim.

If your Repair Services are not included in the data received from John Deere, such that your Claim Form is not prepopulated, or you believe your pre-filled Claim Form is incorrect or does not include all of your qualifying Repair Services, you will need to provide records or documentation of the Repair Services for which you seek compensation.

Should the Settlement Administrator request additional information regarding your claim after it is submitted, you must provide those records or risk having the Repair Services that are the subject of the request excluded from your recovery.

- **What are my other options?**

You can do nothing, exclude yourself from the Settlement, or object to the Settlement.

If you do nothing at all, you will remain a member of the Settlement Class, and you will be bound by any judgment dismissing the claims in this case against Deere, and you will not be able to file or maintain your own lawsuit against Deere regarding the subject matter of this lawsuit. You will not get a payment if you do not file a claim.

If you do not want to be legally bound by the Settlement, you must exclude yourself from it by **November 13, 2026**. Unless you exclude yourself, you will not be able to sue or continue to sue Deere for any claim arising out of or related to the claims in this case. For instructions on how to exclude yourself, please visit the Settlement Website, www.DeereRepairSettlement.com.

If you stay in the Settlement (*i.e.*, do not exclude yourself), you may object to it. You may also ask for permission for you or your own lawyer to appear and speak at the Final Approval Hearing – at your own cost – but you do not have to do so in order for your objection to be considered by the Court. Your objection must be postmarked by **November 13, 2026**. For instructions on how to object to the Settlement, please visit the Settlement Website, www.DeereRepairSettlement.com.

More information about your options is in the detailed notice available at www.DeereRepairSettlement.com, or you may contact the Settlement Administrator with any questions:

Deere Repair Services Antitrust Litigation Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
1-844-644-4294
info@DeereRepairSettlement.com

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Exhibit 4

COURT-APPROVED LEGAL NOTICE

*In re Deere & Company Repair Services
Antitrust Litigation, Case No. 3:22-cv-50188.
(District Court for the Northern District of
Illinois, Western Division)*

**If you purchased Repair Services for John Deere
Large Agricultural Equipment from John Deere
or a Deere-authorized dealer in the United
States during the period of January 10, 2018
through May 18, 2026, you may get a payment
from a Class-Action Settlement.**

THIS NOTICE IS ONLY A SUMMARY.

For complete information about the
Settlement, including your rights and options,
and important dates and deadlines, please
visit www.DeereRepairSettlement.com, call
toll-free 1-844-644-4294, or scan the
following QR code:



Deere Repair Services Antitrust Litigation
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A Settlement has been reached with Defendant Deere & Co. d/b/a John Deere (“Deere”) to resolve a class-action lawsuit that alleges Deere engaged in an anticompetitive scheme to withhold from customers and independent repair providers certain repair tools for Deere-manufactured agricultural equipment that depend for their functioning, in part, on electronic control units. This equipment includes large and medium tractors (all 6000, 7000, 8000 and 9000 Series models); combines; cotton pickers; cotton strippers; sugarcane harvesters; tillage, seeding (including planters), and application equipment and sprayers (“Large Agricultural Equipment”). Plaintiffs allege that customers were required to use authorized Deere dealers for the diagnosis, maintenance, and repair of their Deere Large Agricultural Equipment and, as a result, paid more than they should have for those Repair Services. Deere denies any wrongdoing.

Deere’s records indicate you are a member of the Settlement Class, which includes all persons or entities who purchased Repair Services for Deere Large Agricultural Equipment from John Deere or its authorized Dealers in the United States between January 10, 2018 and May 18, 2026.

THE SETTLEMENT BENEFITS. Deere has agreed to an injunction requiring it to provide access to digital tools required for the maintenance, diagnosis, and repair of Large Agricultural Equipment. Deere will also pay \$99 million, plus interest accruing since January 15, 2026, into a “Settlement Fund.” After deduction for attorneys’ fees not to exceed \$45 million, litigation costs and expenses not to exceed \$6 million, service awards, notice and claims-administration costs, and applicable taxes and tax-preparation expenses, the Net Settlement Fund will be distributed to Settlement Class members who submit valid and timely claims. At the time of this Notice, the total value of the Settlement is estimated by Plaintiffs’ expert to be between \$392.9 million and \$747 million (\$99 million in cash plus the value of the injunctive relief, which is estimated to be between \$293.9 and \$648 million).

YOUR OPTIONS. (i) Submit a Claim by December 14, 2026; **(ii) Opt Out** of the Settlement by November 13, 2026. You must opt out of the Settlement if you want to keep the right to sue or continue to sue Deere over the legal claims this Settlement resolves; **(iii) Object** to the Settlement by November 13, 2026. If you do not opt out of the Settlement, you may write to the Court if you object to the Settlement or any part of it; **(iv) Do Nothing.** If you do nothing, you will not receive a payment, you will not be able to sue Deere over the legal claims resolved by this Settlement, and you will be bound by any and all of the Court’s decisions. Visit www.DeereRepairSettlement.com to submit a Claim utilizing the Notice ID and Confirmation Code on the opposite side of this Notice.

DO I HAVE A LAWYER? Yes. The Court has appointed Wexler Boley & Elgersma LLP, Cotchett, Pitre & McCarthy, LLP, and Gustafson Gluek PLLC as Class Counsel to represent the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your expense.

THE FINAL APPROVAL HEARING. The Court will hold a Final Approval Hearing to consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. The Court may also decide whether to award attorneys’ fees not to exceed \$45 million, costs and expenses not to exceed \$6 million, and service awards to the named Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. The Final Approval Hearing is scheduled for XXX at XX CDT in Courtroom 5200 located at the Stanley J. Roszkowski U.S. Courthouse, 327 South Church Street, Rockford, IL 61101. The date and time of the hearing may change without further notice.

For complete details about the Settlement, visit www.DeereRepairSettlement.com or call toll-free 1-844-644-4294. You may also write to: Deere Repair Services Antitrust Litigation Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.