

**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

[PROPOSED] AMENDED PLAN OF ALLOCATION

1. This Amended Plan of Allocation, subject to Court approval, establishes the framework for distributing funds from the Net Settlement Fund resulting from the March 6, 2026 Settlement Agreement in the above-captioned Action, entered into by Plaintiffs and Defendant Deere & Co. d/b/a John Deere (“Deere”).

2. To receive a distribution under the Plan of Allocation, an individual or entity must be a Settlement Class Member, submit a timely Claim Form, and be an Eligible Claimant. The way payments will be allocated and distributed to Eligible Claimants who submit timely Claim Forms is described below. If an individual or entity submitting a Claim Form is not a Settlement Class Member, does not provide the requisite information, and/or does not otherwise qualify as an Eligible Claimant, then that individual or entity shall not be entitled to any distribution under this Plan of Allocation.

3. The Court may approve this Plan of Allocation as proposed herein, or it may amend or modify the Plan of Allocation without further notice to the Settlement Class. Any orders regarding any amendment or modification of the Plan of Allocation will be posted on the Settlement Website (www.DeereRepairSettlement.com).

General Definitions¹

4. “Claim Form” shall mean the mean the document titled “Claim Form” available for download at the Settlement Website, www.DeereRepairSettlement.com, or by calling (844) 644-4294. The requirements concerning the timeliness and validity of a Claimant’s Claim Form are set forth in the Class Notice and the Claim Form itself, and determinations regarding the satisfaction thereof shall be determined by the Settlement Administrator.

5. “Settlement Administrator” shall mean Angeion Group, LLC.

6. “Class Notice” shall mean the legal notice authorized by the Court to be distributed to Settlement Class Members.

7. “Eligible Claimant” means a Settlement Class Member who/which has submitted a timely and valid Claim Form that is accepted in whole or in part by the Settlement Administrator. Claimants who have opted out of the Settlement Class are not Eligible Claimants and shall not receive any distribution under this Plan of Allocation.

8. “Net Settlement Fund” shall mean the Settlement Fund Amount—\$99 million, plus interest accruing since January 15, 2026—less any award of attorneys’ fees not to exceed \$45 million, service awards for the named Plaintiffs, reimbursement of expenses or litigation fund costs not to exceed \$6 million, and less applicable taxes, tax preparation expenses, and costs of Class Notice and Settlement administration.

9. “Qualifying Claim” shall mean the total eligible labor hours spent on repairs of an Eligible Claimant’s Large Ag Equipment during the Class Period.

¹ Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the March 6, 2026 Settlement Agreement between Plaintiffs and Deere.

10. “Settlement Class Counsel” shall mean Wexler Boley & Elgersma LLP, Gustafson Gluek PLLC, and Cotchett, Pitre & McCarthy, LLP.

11. “Settlement Class Member” shall mean any individual or entity falling within the definition of the Settlement Class certified by this Court and who/which has not validly opted out of the Settlement Class.

Distribution Among Eligible Claimants

12. Settlement Class Members who wish to receive a distribution from the Net Settlement Fund must complete and submit a timely Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all claims must be submitted by _____. Settlement Class Counsel shall have the sole discretion whether to accept late-submitted claims for processing by the Settlement Administrator, provided that distribution of the proceeds of the Net Settlement Fund is not materially delayed thereby. By submitting a Claim Form, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim and the subject matter of the Settlement.

13. The Net Settlement Fund shall be allocated *pro rata* to Eligible Claimants that purchased Repair Services for Large Agricultural Equipment by direct payment or extended warranty coverage (but not Deere factory warranty repairs), with each Eligible Claimant’s award based on the total labor hours spent on repairs of the Eligible Claimant’s Large Agricultural Equipment during the Class Period, subject to the proof submitted with the Eligible Claimants’ respective Claim Forms and/or data provided by Deere.

14. To determine each Eligible Claimant’s *pro rata* share of the Net Settlement Fund, the Settlement Administrator shall multiple the total value of the Net Settlement Fund by a fraction, for which (a) the numerator is the Qualifying Claim for the Eligible Claimant; and (b) the denominator is the sum of all Qualifying Claims by all Eligible Claimants.

15. Eligible Claimants who purchased an extended warranty for Large Agricultural Equipment and received Repair Services under that extended warranty during the Class Period are eligible to receive payment. Such Eligible Claimants must provide information about the purchase of the extended warranty in order to receive payment. Repairs made pursuant to Deere factory warranties are not eligible for recovery in the Settlement.

16. Should a balance remain in the Net Settlement Fund after a reasonable amount of time from the date of initial distribution thereof—whether by reason of tax refunds, uncashed checks, or otherwise—the Settlement Administrator shall, if feasible, and subject to Court approval, reallocate such balance, in an equitable and economic fashion, among Eligible Claimants who successfully received and deposited, cashed, or otherwise accepted a distribution amount. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Eligible Claimants.

17. If any funds remain undistributed under the terms of this Plan of Allocation, Settlement Class Counsel shall make an application to the Court for final disposition.

Administration

18. All determinations concerning the timeliness and validity of all claims made under this Plan of Allocation shall be made by the Settlement Administrator, subject to review by Settlement Class Counsel and approval of the Court.

19. Any Settlement Class Member who or which does not timely and validly submit a Claim Form or whose claim is not otherwise approved: (a) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Order and Final Judgment and the releases provided for therein,

whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against each and all of the Released Parties, as more fully described in the Settlement Agreement.