

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

**JARED KRUGER, MARK VAN ESSEN,
LYNN KIRSCHBAUM, ROBERT AND
DONNA KOON, AND SCHUMACHER
DAIRY FARMS OF PLAINVIEW, LLC,**
on behalf of themselves and all others similarly
situated,

v.

LELY NORTH AMERICA, INC.

Case No. 0:20-cv-00629-KMM/DTS

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

EXHIBITS

- A. Standard Warranty
- B. Claim Form
- C. Settlement Notice

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement (“Settlement Agreement” as defined in Section 1) is entered into by Plaintiffs Jared Kruger, Mark Van Essen, Lynn Kirschbaum, Robert and Donna Koon, and Schumacher Dairy Farms of Plainview, LLC (“Settlement Class Representatives” as defined in Section 1), on behalf of themselves and the proposed settlement class (the “Settlement Class” as defined in Section 1), and Defendants Lely North America, Inc., Lely Holding B.V., Maasland N.V., Lely Industries N.V., and Lely International N.V. (“Defendants” as defined in Section 1) (collectively, Plaintiffs and Defendants are the “Parties”). The purpose of this Settlement Agreement is to settle and compromise the above-captioned putative class action.

1. DEFINITIONS

The defined terms in this section will have the meanings set forth below for the purpose of this Settlement Agreement.

1.1 “Action” means the above-captioned case *Kruger et al. v. Lely North America, Inc.*, Case No. 0:20-cv-00629-KMM/DTS (D. Minn.).

1.2 “Administrative Costs” means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including without limitation the Notice Costs and costs of the claims process.

1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

1.4 “A4 Trade-in Rate” means the number of A4 Robots owned or leased by Claimants that elected into the New A5 Trade-in Program under this Settlement. As described in Section 3.3(c), in order to be eligible to take advantage of Option 2, a Claimant who originally leased their A4 Robot(s) must take all actions necessary to acquire ownership and title to their A4 Robot(s) before entering into a Purchase Agreement for an A5 Robot(s) under this program.

1.5 “Astronaut A4” or “A4” or “A4 Robot(s)” means the robot unit of the version of robotic automated milking equipment sold new by Lely North America, Inc. through its dealerships, the Lely Centers, for use in the United States from approximately 2011-2018, which are designated by the inclusion of the numbers “5.1004” or “5.1104” at the beginning of the part number of the robot unit. This definition does not include the central unit, additional accessories or add-ons to the robot unit, or any other models or versions of robotic automated equipment, such as the Astronaut A2, the Astronaut A3, the Astronaut A3 Next, or the Astronaut A5.

1.6 “Astronaut A5” or “A5” or “A5 Robot(s)” means the robot unit of the version of robotic automated milking equipment sold new by Lely North America, Inc. through its dealerships, the Lely Centers, for use in the United States from 2018 through the present, which are designated by the inclusion of the numbers “5.1005” or “5.1105” at the beginning of the part

number of the robot unit. This definition does not include the central unit, additional accessories or add-ons to the robot unit, or any other models or versions of robotic automated milking equipment, such as the Astronaut A2, the Astronaut A3, the Astronaut A3 Next, or the Astronaut A4.

1.7 “Attorneys’ Fees” means the attorneys’ fees that Class Counsel request the Court to approve for payment from the Settlement Fund as compensation for Class Counsel’s work in prosecuting and settling the Action.

1.8 “Cash Fund” shall mean the fund Defendants have agreed to create consisting of \$49,750,000.00, subject to the adjustments detailed in Section 3.3(d).

1.9 “Claim” means a completed Claim Form submitted by a Settlement Class Member.

1.10 “Claims Deadline” means the date by which claims must be submitted, which shall be one hundred and twenty (120) days after the Notice Date, or as otherwise agreed to by the Parties or modified by the Court.

1.11 “Claim Form” means the form Settlement Class Members may use to submit a Claim to the Settlement Administrator for relief provided by this Settlement Agreement, in substantially the same form as Exhibit B, attached hereto, unless otherwise agreed to or modified by the Court. The Parties reserve the right to jointly agree to minor modifications, including formatting modifications to Exhibit B for Preliminary Approval and in advance of mailing out the Claim Form.

1.12 “Claimant(s)” means the Settlement Class Members who submit approved claims pursuant to the Settlement Agreement.

1.13 “Class Counsel” means the attorneys representing the Settlement Class, the Settlement Class Representatives, or the Settlement Class Members: the attorneys of Stueve Siegel Hanson LLP, including Patrick J. Stueve, Bradley T. Wilders, and Jillian R. Dent, as well as Arend Tensen of Cullenberg & Tensen PLLC and Daniel C. Perrone of Perrone Law PLLC.

1.14 “Complaint” means the Third Amended Class Action Complaint, filed contemporaneously with the Motion for Preliminary Approval.

1.15 “Court” means the United States District Court for the District of Minnesota.

1.16 “Defendants” means Lely North America Inc., Lely Holding B.V., Maasland N.V., Lely Industries N.V., and Lely International N.V.

1.17 “Effective Date” means the date upon which the Final Judgment occurs.

1.18 “Expenses” means the reasonable costs and expenses incurred in litigating the Action that Class Counsel request the Court to approve for payment from the Settlement Fund.

1.19 Extended Warranty and Pinch-Sleeve Additional Payment Program means the warranty and pinch-sleeve additional payment program established under this Settlement Agreement that is described in Section 3.3(b).

1.20 “Final Approval” means entry of a Final Approval Order.

1.21 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order.

1.22 “Final Approval Order” means the Court’s order granting final approval of this Settlement Agreement under Federal Rule of Civil Procedure 23.

1.23 “Final Judgment” means (a) if no appeal from the Final Approval Order is filed, the date of expiration of the time for the filing or noticing of any appeal from the Final Approval Order; or (b) if an appeal from the Final Approval Order is filed, and the Final Approval Order is affirmed or the appeal dismissed (“Appellate Judgment”), the date of such affirmance or dismissal; or (c) if a petition for review of the Appellate Judgment is filed and denied, the date the petition is denied; or (d) if a petition for review of the Appellate Judgment is filed and granted, or the Supreme Court orders review of the Appellate Judgment on its own motion, the date the Appellate Judgment is affirmed or the review proceeding dismissed, provided no other appeals or certiorari petitions may be filed; or (e) if any further appeal or certiorari petition is filed and not dismissed or denied, the date the Final Approval Order is upheld on appeal in all material respects and is no longer subject to any further appellate review.

1.24 “Lely Centers” means any person(s) or entity(ies) authorized to promote, sell, and/or distribute Lely robotic milking systems and accessories including, but not limited to, the Astronaut A4 or the Astronaut A5.

1.25 “New A5 Trade-In Program” means the trade-in program established under this Settlement Agreement that is described in Section 3.3(c).

1.26 “Notice Costs” means all reasonable costs and expenses incurred in connection with implementing and executing the Notice Plan, including the follow-up instructions sent to Claimants by the Settlement Administrator as detailed in Section 5.8.

1.27 “Notice Date” means the date by which notice to Settlement Class Members under Federal Rule of Civil Procedure 23(e)(1) will be completed, which shall be no later than thirty (30) days after the Court enters the Preliminary Approval Order, or as otherwise agreed to by the Parties or modified by the Court.

1.28 “Notice List” means the list of persons to be provided to the Settlement Administrator by Defendants for purposes of disseminating the Settlement Notice, which shall include the persons in the United States or its territories who, according to the best information available to Defendants from their existing business records, appear likely to have purchased or leased a new Lely Astronaut A4 Robot, which Defendants represent consists of over 400 farms that purchased or leased approximately 1,468 new Astronaut A4 Robots. Excluded from the

Settlement Class are the Court and its officers and employees; Defendants and its parents, siblings, relatives, and subsidiaries, officers, directors, employees, and agents; governmental entities.

1.29 “Notice Plan” means the Settlement notice program to be presented by Class Counsel to the Court for approval in connection with a motion seeking Preliminary Approval Order.

1.30 “Objection Deadline” means the deadline by which written objections to the Settlement must be filed with the Court. Such deadline shall be sixty (60) days after the Notice Date, or as otherwise agreed to by the Parties or modified by the Court.

1.31 “Opt-Out Deadline” means the deadline by which written requests for exclusion from the Settlement must be postmarked as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date, or as otherwise agreed to by the Parties or modified by the Court.

1.32 “Option 1” refers to the Cash Payment and Extended Warranty and Pinch-Sleeve Additional Payment Program benefits available to Settlement Class Members, as described in Section 3.3(b).

1.33 “Option 2” refers to the New A5 Trade-In Program available to Settlement Class Members, as described in Section 3.3(c).

1.34 “Preliminary Approval Order” means an order determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and concluding that the Court will likely be able to certify the Settlement Class for purposes of entering a Final Approval Order. The Preliminary Approval Order will include, among other things, (i) a procedure for Settlement Class Members to object to or request exclusion from the Settlement (along with the applicable Objection and Opt-Out Deadlines), (ii) the date and time of the Final Approval Hearing, and (iii) pertinent information from the Notice Plan.

1.35 “Purchase Agreement” means any agreement for purchase, invoice, or similar documentation to contract for the sale of an A5 Robot.

1.36 “Released Claims” means any claims arising out of or relating to the factual allegations contained in the Complaint or any previous complaints filed in the Action that any of the Releasing Parties ever had, now have, or hereinafter may have arising from the purchase, lease, or use of an A4 Robot, regardless of the theory or cause of action, whether at law or in equity, whether in contract, tort or otherwise, including, but not limited to, negligence, breach of contract, breach of warranty, strict liability, fraud, fraudulent misrepresentation, fraudulent omission, violations of state consumer protection laws, and any and all theories or measures of damages or relief. For the avoidance of doubt, such release shall not extend to any claims arising from the purchase of other Lely equipment except the Astronaut A4.

1.37 “Released Parties” means Defendants and all of their respective corporate parents, subsidiaries, affiliates, directors, officers, employees, shareholders, agents, representatives, partners, attorneys, insurers, heirs, assigns, predecessors and successors in interest, and dealers, including but not limited to the Lely Centers.

1.38 “Releasing Parties” means all Settlement Class Members and each of their respective heirs, executors, family members, representatives, corporations, associations or other legal entities, agents, legal representatives, assigns, successors and predecessors in interest, insurers, and anyone else claiming an interest in an A4 Robot purchased new by a Settlement Class Member.

1.39 “Service Awards” means any award approved by the Court to the Settlement Class Representatives or other persons or entities who specifically assisted in the prosecution of the Action and securing the Settlement Agreement for the benefit of all Class Members.

1.40 “Settlement” means the settlement of the Action by and between the Parties, and the terms and conditions thereof as stated in this Agreement.

1.41 “Settlement Administrator” means Analytics Consulting LLC. A different Settlement Administrator may be substituted if approved by order of the Court.

1.42 “Settlement Class” means all persons in the United States or its territories who purchased or leased a new Lely Astronaut A4 Robot. Individuals or entities who purchased or leased a used Astronaut A4 Robot are not members of the Settlement Class and are not entitled to participate in the benefits of this Settlement. Defendants represent that the Class, as defined herein, consists of over 400 farmers or farm entities that purchased or leased approximately 1,468 new Astronaut A4 Robots. Excluded from the Settlement Class are the Court and its officers and employees; Defendants and their corporate parents, siblings, relatives, and subsidiaries, as well as their officers, directors, employees, and agents; governmental entities; and those who timely request to opt-out pursuant to the requirements set forth herein. Class Members are those persons who are members of the Settlement Class.

1.43 “Settlement Class Member” or “Class Member” means any person who is a member of the Settlement Class.

1.44 “Settlement Class Representatives” mean Plaintiffs Jared Kruger, Mark Van Essen, Lynn Kirschbaum, Robert and Donna Koon, and Schumacher Dairy Farms of Plainview, LLC.

1.45 “Settlement Fund” means the Cash Fund, the Extended Warranty and Pinch-Sleeve Additional Payment Program, and the New A5 Trade-In Program, collectively.

1.46 “Settlement Notice” means the class action notice of settlement to be published on the settlement website and disseminated to the Notice List by first class mail or electronic mail following the entry of the Preliminary Approval Order. The Settlement Notice will be in substantially the same form as Exhibit C, attached hereto. The Parties reserve the right to jointly agree to minor modifications, including formatting modifications to Exhibit C for Preliminary Approval and in advance of mailing out and publishing the Notice.

2. GENERAL TERMS AND CONDITIONS

2.1 Within fifteen (15) days after the execution of this Agreement, Class Counsel shall file a motion for a Preliminary Approval Order and to certify the Settlement Class in accordance

with Federal Rule of Civil Procedure 23 and for judicial approval of the settlement in accordance therewith. For settlement purposes only, Defendants shall not oppose the motion.

2.2 Class Counsel shall, assuming the Court enters a Preliminary Approval Order, move for entry of the Final Approval Order, seeking to certify the Settlement Class in accordance with Federal Rule of Civil Procedure 23 and for judicial approval of the settlement in accordance therewith. For settlement purposes only, Defendants shall not oppose this motion.

2.3 If the Court declines to enter the Preliminary Approval Order or the Final Approval Order, subject to the Parties' obligation to work in good faith to cure any deficiency and re-submit a request for entry of the Preliminary Approval Order or the Final Approval Order as described in Section 14.1, this Settlement Agreement shall be null and void and the Cash Fund less the Administration Costs already incurred shall be returned to Defendants.

2.4 This Settlement Agreement is not an admission of liability by Defendants or any of the Released Parties. If this Settlement Agreement, for any reason, does not become final or is otherwise terminated, the Parties reserve their respective rights to reassert all of their claims, allegations, objections, and defenses, including those related to certification of any class for litigation purposes, and the Parties further agree that none of them shall offer this Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement, as evidence in support of or opposition to a motion to certify any litigation class or for any other litigation purpose.

2.5 This Settlement Agreement shall resolve all claims in the Action upon Final Judgment, and the Settlement Class Representatives agree to the entry of an order dismissing all claims in the Complaint with prejudice upon Final Judgment.

3. SETTLEMENT CONSIDERATION – BENEFITS & RELEASE

3.1 To resolve the claims brought in the Action and in exchange for the Releasing Parties' release of the Released Claims, Defendants shall create a Settlement Fund, as detailed herein.

3.2 Establishment of the Cash Fund. The Cash Fund shall initially consist of \$49,750,000.00 deposited by Defendants into an escrow account according to the following schedule: (1) \$5,000,000.00 (Five Million Dollars) shall be deposited within ten (10) business days of the Court's entry of the Preliminary Approval Order; and (2) an additional \$44,750,000.00 (Forty-Four Million Seven-Hundred Fifty-Thousand Dollars) shall be deposited within seventy (70) days of entry of the Preliminary Approval Order.

- a. The Cash Fund shall initially consist of the amounts deposited above but will be adjusted by any amounts deposited by Defendants or returned to Defendants pursuant to Section 3.3(d) of this Settlement Agreement.
- b. The escrow account for the Cash Fund will be established at a bank by Class Counsel and administered in accordance with the provisions of the Settlement Agreement and shall count toward Defendants' contribution to the Cash Fund. Class Counsel will work with the Settlement Administrator regarding directing

disbursements from the Cash Fund, consistent with the terms of this Agreement and any applicable Court orders.

- i. Defendants shall have no liability, obligation, or responsibility with respect to the investment, disbursement, tax implications, or other administration or oversight of the Cash Fund. Class Counsel and counsel for Defendants will both propose 2-3 banks, from which Class Counsel will solicit bids. From that list, Class Counsel will propose the bank to be used and Defendants will have the opportunity consent or object. Defendants will not unreasonably withhold their consent to Class Counsel's chosen bank.
- c. This Cash Fund shall be used to pay all Administrative Costs associated with the Settlement Agreement.
- d. Upon the Effective Date and in accordance with the Settlement Agreement, the Cash Fund shall also be used to pay all approved Claims submitted by Claimants electing Option 1 (Cash Payment and Extended Warranty and Pinch-Sleeve Additional Payment Benefit) under the Settlement.
- e. Upon the Effective Date, the Cash Fund shall also be used to pay all Attorneys' Fees, Expenses, and Service Awards awarded by the Court.
- f. Except as provided for and on the conditions specified in Section 3.3(d)(1) of the Agreement, the Cash Fund shall not be used by, and does not include any amounts necessary for, Defendants to meet their obligations to implement the New A5 Trade-In Program or Extended Warranty and Pinch-Sleeve Additional Payment Program described in the Settlement Agreement, including the costs associated with providing instructions to the Lely Centers regarding those programs as detailed in Section 5.9.

3.3 Settlement Fund. In addition to establishing the Cash Fund, Defendants will also implement a New A5 Trade-In Program and Extended Warranty and Pinch-Sleeve Additional Payment Program as described below, with such programs to be fully established no later than 14 days of the Effective Date.

- a. Benefit Election. Claimants must choose between either: (1) receiving a pro rata cash payment based on number of A4 Robots from the Cash Fund, with the option to elect for an extended warranty (or, alternatively, \$7,000 cash), plus an additional \$1,000 cash payment to account for the pinch-sleeve valve issue, as described below; or (2) participating in the New A5 Trade-In Program, all as described below.
- b. Option 1: Cash Payment and Extended Warranty and Pinch-Sleeve Additional Cash Payment Benefits. For Claimants who opt for a cash payment, the Cash Fund shall be allocated pro rata (after payments for Attorney's Fees, Expenses, Administrative Costs, and Service Awards) based on the number of A4 Robots purchased or leased by each Claimant who submits an approved claim and elects for Option 1. Additionally, Claimants who elect for Option 1 will receive an additional \$1,000

per A4 Robot (on top of their pro rata payment) to account for the pinch-sleeve part in their A4 Robot(s) (as an additional amount to be paid by Defendants into the Cash Fund and which will then be distributed in cash to the Claimant in addition to their pro rata share). Finally, Claimants who elect for Option 1 may elect the following for each A4 Robot that the Claimant purchased or leased new:

- i. Either: (1) an extension (or, if necessary, revival) of Defendants' current standard warranty for Astronaut milking systems (attached as Exhibit A), including all warranty limitations and exclusions, for each A4 Robot purchased or leased new by the Claimant by an additional four years from the Effective Date of the Settlement or the date that the original warranty received by the Claimant was going to expire, whichever is later ("Extended Warranty"); or (2) a \$7,000 cash payment for each A4 Robot that the Claimant purchased or leased new (as an additional amount to be paid by Defendants into the Cash Fund and which will then be distributed in cash to the Claimant electing this option in addition to their pro rata share).
 - ii. Within 7 days after the Claims Deadline, the Settlement Administrator shall provide a list of Claimants opting for the Extended Warranty Program and the Pinch-Sleeve Additional Payment Program to Defendants and Class Counsel.
 - iii. Within 30 days after the Effective Date, Defendants will provide a list of Claimants who chose the Extended Warranty option pursuant to the Extended Warranty to the respective Lely Centers indicated as preferred by each Claimant, as well as instructions that are consistent with the provisions of this Settlement Agreement.
 - iv. Defendants will ensure compliance of the Lely Centers in honoring the Extended Warranty, including, but not limited to, by providing to each Lely Center yearly reminders, a list of Claimants who elected the Extended Warranty, and any necessary instructions for four years after the Effective Date. Defendants will annually provide Class Counsel with a certification that each Lely Center has been sent such reminders, lists of Claimants, and necessary instructions. Along with the certification, Defendants will provide Class Counsel with a copy of the standard form instructions and reminders that were sent to the Lely Centers.
- c. Option 2: New A5 Trade-In Program. Claimants who do not elect Option 1 *and* still own and possess their A4 Robot(s) that they purchased or leased new are eligible to elect Option 2 as part of the claims process. In order to be eligible for this program, a Claimant who originally leased their A4 Robot(s) must take all actions necessary to acquire ownership and title to their A4 Robot(s) before entering into a Purchase Agreement for an A5 Robot(s) under this program.

- i. Defendants shall establish the New A5 Trade-In Program in accordance with the provisions set forth herein, in which an eligible Claimant can trade-in the A4 Robot(s) that they purchased new and still own for the same number of new standard A5 Robot(s) at a discounted purchase price of \$40,000.00 for each A5 Robot. For the avoidance of doubt, the trade-in purchase price under this program will cover the cost of the standard model A5 Robot, but will not cover a central unit nor any optional accessories or add-on products or features. A5 Robots received by Claimants under this New A5 Trade-In Program will be accompanied by Defendants' current standard warranty for Astronaut milking systems. The recommended retail price of the A5 Robot in the United States is approximately \$150,000.00 as of the date of this Settlement Agreement.
 1. In the event that a Claimant wishes to upgrade the standard A5 Robot as part of the trade-in, Lely will use commercially reasonable efforts to ensure that the charges by Lely Centers for such upgrades are at reasonable market prices.
- ii. Defendants shall have an operational New A5 Trade-In Program starting no later than 14 days after the Effective Date.
- iii. Defendants shall establish the New A5 Trade-in Program in accordance with all provisions of the Settlement Agreement, including those listed below, as well as perform any other act(s) necessary to effectuate the terms of this Agreement:
 1. Within 7 days after the Claims Deadline, the Settlement Administrator shall provide a list of Claimants opting for Option 2 to Defendants and Class Counsel.
 2. Within 14 days of the Effective Date, Defendants will provide a list of Claimants who chose Option 2 to the respective Lely Centers indicated as preferred by each Claimant (as long as Claimant's A4 Robots reside within the geographical territory assigned by Lely to the chosen Lely Center),¹ as well as instructions on the New A5 Trade-In Program that are consistent with the provisions of this Settlement Agreement.
 3. Defendants shall permit Claimants selecting Option 2 at least two (2) years from the Effective Date – plus 14 days to account for the

¹ If a Claimant's chosen Lely Center is inconsistent with the designated Lely Center for that geographical territory, Defendants will notify Class Counsel and the Settlement Administrator of the issue and the Parties agree to work collaboratively with the Claimant on the selection of an appropriate Lely Center. In the event the Parties cannot reach agreement on the Lely Center to provide the trade-in services, Lely's contracts with its Lely Centers shall control which Lely Center shall provide the robot and associated services.

notification of Claimants of the Effective Date – to enter into a valid Purchase Agreement for an A5 Robot with their chosen Lely Center;

- a. In the event Defendants or a Lely Center, in good faith, deem a Claimant's Purchase Agreement to be deficient such that it must be rejected, Defendants or a Lely Center must provide written notice to the Claimant and Class Counsel within 14 days of submission detailing the deficiency and the specific steps needed to cure. The Claimant must then be provided a reasonable time no less than 30 days to cure the deficiency. In the event of a dispute, it shall be referred to the Court for a final, non-appealable disposition.
 - b. Once an agreement has been entered into for the trade-in, Defendants shall submit a copy of the Purchase Agreement to Class Counsel in accordance with Section 5.9.
4. Upon submission of a valid Purchase Agreement, Defendants shall, themselves or through a Lely Center, cause the A5 Robot(s) to be secured, scheduled for installation, and installed at the Claimant's farm(s).
5. Defendants shall undertake such acts consistent with normal business practices and without any unreasonable delay, and cause to be secured, scheduled for, and installed the A5 Robot(s), which could be up to six months or longer; Defendants will not be responsible for delays resulting from significant global supply chain disruptions or other force majeure events;
 - a. Claimants choosing Option 2 shall not be required to pay a down payment exceeding 20% of the total amount owed by the Claimant per A5 Robot at the time the Purchase Agreement is submitted with the balance to be paid upon delivery.
 - b. Defendants will make commercially reasonable efforts to arrange to remove the A4 Robot(s) on the same day as the installation of the new A5 Robots. Defendants are usually able to remove A4 Robots and install A5 Robots in under 12 hours, though the removal and installation time may depend on number of robots and whether additional installations or modifications are being made.
 - c. Defendants will bear the costs related to transportation from the farm of the traded-in A4 Robot(s).

6. Defendants shall use commercially reasonable efforts consistent with their ordinary course of business to ensure that they and their Lely Centers have adequate resources to complete the removals of the A4 Robots and installations of the A5 Robots without unreasonable delay.
 7. Subject to any contractual obligations and governing law, Defendants shall use commercially reasonable efforts to ensure that the charges by Lely Centers to Claimants for the transportation and setup/installation costs, removal costs, and any component part costs, which shall be borne by the Claimants, shall be at reasonable market value.
- iv. After a Class Member has submitted a valid and timely claim electing for Option 2, the relief provided under the New A5 Trade-In Program to each Option 2 Claimant is assignable and transferable to a Claimant's heirs or individuals who have acquired the Claimant's A4 Robots, provided that the obligations of an Option 2 Claimant under the New A5 Trade-In Program are fully satisfied and the Class Member does not engage in advertising the assignability or transferability of such rights in connection with the sale of an A4 Robot.
 - v. Defendants shall take all commercially reasonable steps necessary to ensure that Lely Centers abide by, comply with and act in accordance with, and in furtherance of, the provisions of the Settlement Agreement.
 - vi. Defendants agree to treat orders placed as part of the New A5 Trade-In Program consistent with orders placed by other customers for A5 Robots with respect to scheduling delivery and installation.
 - vii. Defendants shall ensure their obligations under the New A5 Trade-In Program are fully satisfied within three years of the Effective Date and will provide documentation certifying their completion to Class Counsel, subject to the exceptions noted in Section 3.3(c)(iii)(5).
- d. Adjustments to the Cash Fund Due to Claimant Elections. Defendants shall make additional contributions to the Cash Fund or be entitled to a payment from the Cash Fund in accordance with the following provisions:
1. In addition to the amounts initially deposited pursuant to Section 3.2, if the A4 Trade-In Rate is less than 485 A4 Robots, Defendants shall pay into the Cash Fund an additional amount equal to \$30,000 multiplied by the difference between the A4 Trade-In Rate and 485 (e.g., if the A4 Trade-In Rate is 400 robots, Defendants will contribute an additional \$2,550,000 to the Cash Fund); provided, however, that Defendants' maximum additional contribution under

this specific provision of the Settlement Agreement shall not exceed \$14.55 million.

2. If the A4 Trade-In Rate is greater than 485 A4 Robots, Defendants shall be entitled to a payment from the Cash Fund in an amount equal to \$30,000 multiplied by the difference between the A4 Trade-In Rate and 485 (*e.g.*, if the A4 Trade-In Rate is 500 robots, Defendants shall be paid \$450,000 from the Cash Fund); provided, however, that Defendants shall, in no event, be entitled to any payments exceeding \$18.75 million, in total, from the Cash Fund under any circumstance.
3. In addition to the amounts initially deposited pursuant to Section 3.2 and any amounts required to be deposited under Section 3.3(d)(1), Defendants shall pay separately into the Cash Fund: (1) an amount equal to \$7,000 per A4 Robot for each Claimant that elects a cash payment in lieu of the Extended Warranty under Section 3.3(b)(i) and (2) an amount equal to \$1,000 per A4 Robot for each Claimant that elects a cash payment under Section 3.3(b).
4. For purposes of calculating Defendants' additional contributions to or payments from the Cash Fund, the Settlement Administrator shall rely only upon approved Claims. Any disputes shall be submitted to the Court for a binding, non-appealable disposition.
5. Any payments from the Cash Fund, whether by Defendants or to Defendants, required under Sections 3.3(d)(1)-(3) shall be made within thirty (30) days of the Final Approval Order.

3.4 Upon the Effective Date, in no event shall any portion of the Cash Fund or the Settlement Fund revert to Defendants; provided however that Defendants may receive a payment from the Cash Fund upon establishment of the condition set forth in Section 3.3(d)(2) and in an amount determined under Section 3.3(d)(2), which amount, in no event, shall exceed \$18,750,000.00. If this Settlement Agreement is terminated in accordance with Section 14.1 or if the Effective Date cannot otherwise occur, the entirety of the Cash Fund that has not already spent on Administrative Costs shall be returned to Defendants in accordance with Section 14.2.

3.5 The Settlement Administrator shall make every reasonable effort to distribute all funds in the Cash Fund as required under this Settlement Agreement. After a reasonable period of time, any uncashed checks to Claimants will be submitted to the required state unclaimed funds division. In the event there are funds remaining in the Cash Fund after all payments have been made under the provisions of this Settlement Agreement, the Settlement Administrator shall distribute those funds pro rata among Claimants who elected Option 1 by making an additional payment; provided, however, that if Class Counsel and the Settlement Administrator determine that remaining funds are insufficient to justify a subsequent payment to all Claimants, they may

propose to the Court and the Court may approve of any other distribution, including to a potential *cy pres* recipient.

3.6 Upon entry of Final Judgment, the Releasing Parties fully and finally release all Released Parties from the Released Claims.

3.7 The Releasing Parties hereby expressly waive and release upon the entry of Final Judgment any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

4. SETTLEMENT ADMINISTRATION AND NOTICE TO THE CLASS

4.1 Class Counsel has chosen Analytics Consulting LLC as the Settlement Administrator, which is subject to Court approval. Defendants agree not to object to any reasonable and reputable settlement administrator. The Settlement Administrator's costs and fees, including the Administration Costs and any follow-up communications or notices to the Settlement Class, will be paid from the Cash Fund.

4.2 The Settlement Administrator shall discharge the duties required to satisfy the obligations of the Preliminary Approval Order, including implementing a direct mail and/or electronic mail and website notice program for dissemination of the Settlement Notice.

4.3 The Settlement Administrator will maintain a post office box, email address, and website with an electronic claim form and opt-out submission form to receive opt-out requests, objections to the Settlement, and Claims.

4.4 The Settlement Administrator will be required to agree to abide by the terms of the Stipulated Protective Order entered in the Action (Dkts. 88 and 91) and execute the declaration specified in Section 3(b)(ix) of the Stipulated Protective Order.

4.5 No later than fifteen (15) days after entry of a Preliminary Approval Order directing Settlement Notice, Defendants shall provide the Notice List to the Settlement Administrator, including full names, mailing addresses, email addresses (to the extent available), phone numbers (to the extent available), and the number of new A4 Robots purchased or leased for each person likely to be a member of the Settlement Class based on the best information available to

Defendants' from their existing business records, consistent with any applicable privacy law restrictions.

4.6 Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator will disseminate the Settlement Notice, including by direct mail or electronic mail (where possible), to all persons identified on the Notice List, through the settlement website, and through any other form of notice deemed necessary to satisfy the requirements of Federal Rule of Civil Procedure 23 and constitutional Due Process ("Notice Date").

5. CLAIM PROCESS AND SETTLEMENT ADMINISTRATOR AND DEFENDANTS' REPORTING REQUIREMENTS

5.1 As set forth herein or as otherwise permitted by the Court, persons or entities who receive the Settlement Notice or otherwise meet the criteria for membership in the Settlement Class may submit Claims, objections, or opt-out requests before the respective deadlines for those actions. Any Claim submitted by a person or entities who validly submits an opt-out request shall be rejected unless that person or entity irrevocably withdraws his or her opt-out request. By opting out of the Class, Class Members shall give up any right to participate in the Settlement Agreement and will not be bound by the Release.

5.2 Settlement Class Members shall have until expiration of the Claims Deadline to submit a Claim choosing between Option 1 (Cash Payment and Extended Warranty and Pinch-Sleeve Additional Payment Program) and Option 2 (New A5 Trade-In Program). No Claimant can revise their election after the Claims Deadline without the written approval of Class Counsel and Defendants or as otherwise permitted by the Court.

5.3 In addition to setting forth Options 1 and 2, the Claim Form shall require each Settlement Class Member to provide the following information under penalty of perjury: (1) their contact information, including name, farm name (if a separate entity), mailing address, email address, telephone number; (2) the number of new A4 Robots purchased or leased by the Claimant; (3) identification of the serial numbers of each new A4 Robot purchased or leased by the Claimant; (4) the start-up date for each of their A4 Robots; (5) preferred Lely Center² for use with either the Extended Warranty Program or New A5 Trade-In Program; (6) preferred method of communication for reminders and instructions, as well as additional person(s) they wish to receive those communications, and any other information the Parties deem necessary for effective administration of the Settlement Agreement.

5.4 If a Claim Form is deemed deficient by the Settlement Administrator in any respect, the Settlement Administrator will provide written notice to the Claimant within 14 days of the Claims Deadline detailing the specific steps needed to cure. Class Counsel must be provided a

² If a Claimant's chosen Lely Center is inconsistent with the designated Lely Center for that geographical territory, Defendants will notify Class Counsel and the Settlement Administrator of the issue and the Parties agree to work collaboratively with the Claimant on the selection of an appropriate Lely Center. In the event the Parties cannot reach agreement on the Lely Center to provide robots and/or services to the Claimant, Lely's contracts with its Lely Centers shall control which Lely Center shall provide the robots and/or services

copy of the deficiency notice. The Claimant must be provided 30 days to cure. In the event of a dispute, it shall be referred to the Court for a final, non-appealable disposition.

5.5 Any Claimant that is not on the Notice List that submits a Claim shall be required to submit documentation showing the purchase or lease of one or more new A4 Robot(s). Any Claimant whose Claim Form conflicts with information provided on the Notice List may also be required to submit additional documentation verifying the accuracy of the Claim Form. For example, if a Claimant states they have four A4 Robots but the Notice List states the Claimant purchased three A4 Robots or the Notice List is missing information about the number of A4 Robots purchased or leased, then the Claimant may be required to submit another form of proof, including documentation that the A4 Robots purchased were new.

5.6 Any Claims that are submitted after the Claims Deadline may be accepted upon the mutual agreement of Class Counsel and Defendants, or, alternatively, as ordered by the Court.

5.7 With oversight from the Parties and the Court, the Settlement Administrator shall be responsible for making all calculations under this Settlement Agreement, including calculating each eligible Claimant's share of the Cash Fund as described herein. That includes reviewing, processing, and, if deemed necessary, auditing and verifying the contents of each Claim and Claim Form. The Settlement Administrator shall audit any Claim Form upon reasonable suspicion, including demanding additional proof by the Claimant. The failure to timely and fully comply with any reasonable request by the Settlement Administrator shall be deemed a forfeiture of the Claimant's Claim.

5.8 Reporting Requirements of Settlement Administrator.

- a. Unless extended by mutual agreement of the Parties or the Court, the Settlement Administrator shall provide the following written reports to Class Counsel and Defense Counsel:
 - i. within seven (7) days after the Objection and Opt-Out Deadlines, a report identifying the opt-outs and objections, as well as Claims submitted to date under the Settlement Agreement, including which benefits each Claimant elected and including additional detail as the Parties may request;
 - ii. within seven (7) days after the Claims Deadline, a report identifying the Claims submitted under the Settlement Agreement, including which benefits each Claimant elected and including additional detail as the Parties may request; and
 - iii. within sixty (60) days after the Claims Deadline, identifying all Claims approved or rejected in whole or part, including additional detail as the Parties may request.
- b. Upon receipt of these reports, Class Counsel shall review and approve all calculations performed by the Settlement Administrator concerning the allocation of the Cash Fund among Class Members, Class Counsel, Expenses, and Administration Costs. If necessary, Class Counsel shall work with the Settlement

Administrator to ensure all Claims are consistent with the Settlement Agreement. In the event any disputes arise, those disputes shall be resolved fully and finally by the Court with any participant waiving and forfeiting any right to appeal the Court's ultimate determination.

- c. Upon receipt of these reports, Class Counsel and Defendants shall review and approve all calculations performed by the Settlement Administrator with respect to the amounts by which the Cash Fund should be adjusted in accordance with Section 3.3(d). The Parties agree to work cooperatively with one another to resolve any potential disagreements concerning these calculations by the Settlement Administrator. In the event any disputes cannot be resolved by the Parties, those disputes shall be resolved fully and finally by the Court with any participant waiving and forfeiting any right to appeal the Court's ultimate determination.
- d. As described above, the Settlement Administrator will provide a list of Claimants opting for the New A5 Trade-in Program and Extended Warranty and Pinch-Sleeve Additional Payment Program to Defendants and Class Counsel within 14 days after the Claims Deadline.
- e. Within 14 days after the Effective Date, the Settlement Administrator will send follow-up instructions regarding the Extended Warranty Program and a copy of the standard warranty to each Claimant who chose those options as a part of Option 1, as well as follow-up instructions for the New A5 Trade-In Program to each Claimant who chose Option 2. Before distribution, both Class Counsel and Defendants will work cooperatively to agree on the form instructions provided to Claimants under this subsection.
- f. The Settlement Administrator may, at the direction of Class Counsel, send reminder notices to Claimants who chose Option 2 that identify their deadline for completing the requirements to participate in the New A5 Trade-in Program.

5.9 Reporting Requirements of the Defendants.

- a. Upon the Effective Date and through three years after the Effective Date, Defendants shall provide quarterly reporting, as well as a report upon request from Class Counsel (no more frequent than once a quarter), to Class Counsel on the following information regarding the completion of the New A5 Trade-in Program:
 - 1. Copies of all Purchase Agreements received for each Claimant participating in Option 2 during the previous quarter;
 - 2. Identification of the commissioning dates of all A5 Robots acquired through the New A5 Trade-in Program during the previous quarter;
 - 3. Confirmation that all Claimants who acquired an A5 Robot through the New A5 Trade-In Program during the previous quarter were charged \$40,000.00 for the standard model robot unit, including documentation of the amounts paid by each Claimant;

4. Identification of Claimants who elected for Option 2 and have not yet: (1) submitted a purchase agreement; or (2) who have submitted a purchase agreement but who have not had their A4 Robot(s) traded in as of the date of the report.
- b. As described above, within 30 days after the Effective Date, Defendants shall provide a list of Claimants opting for the New A5 Trade-in Program and the Extended Warranty Program (to the extent the cash payment alternative of said program is not chosen) to all Lely Centers and other entities or persons necessary to implement and effectuate the New A5 Trade-in Program and the Extended Warranty Program. At this same time, Defendants will also provide instructions to the Lely Centers that are consistent with the provisions of this Settlement Agreement. Defendants will provide a copy of the standard form instructions provided to the Lely Centers to Class Counsel.
- c. As described above, within three years of the Effective Date, Defendants will provide documentation certifying their completion of the New A5 Trade-In Program to Class Counsel, subject to the exceptions noted in Section 3.3(c)(iii)(5).

6. OPT-OUTS

6.1 Any person who meets the criteria for membership in the Settlement Class who wishes to be excluded from the Settlement must submit a written request for exclusion to the Settlement Administrator, postmarked no later than the Opt-Out Deadline.

6.2 The written request for exclusion must:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the person seeking exclusion from the Settlement;
- (iii) Identify the number of Astronaut A4 units purchased or leased, and whether the robots were purchased new;
- (iv) Be personally signed by the person seeking exclusion;
- (v) Include a statement clearly indicating the person's intent to be excluded from the Settlement; and
- (vi) Request exclusion only for that one person whose personal signature appears on the request.

6.3 Opt-out requests seeking exclusion on behalf of more than one person shall be deemed invalid by the Settlement Administrator.

6.4 Any person who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any Final Judgment entered in connection with the

Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.

6.5 Any person on the Notice List who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be part of the Settlement Class upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

7. OBJECTIONS

7.1 Any Settlement Class Member who wishes to object to the Settlement must deliver to the Settlement Administrator and file with the Court a written objection on or before the Objection Deadline, as specified in the Preliminary Approval Order. Class Members may do so either on their own or through an attorney retained at their own expense.

7.2 The written objection must include:

- (i) The case name of the Action;
- (ii) The name, address, telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) The number of Astronaut A4 units purchased or leased, and whether the robots were purchased new;
- (iv) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (v) A statement of the specific grounds for the objection, including any factual or legal basis for the objection; and
- (vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

7.3 In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

7.4 The objection must be post-marked prior to the expiration of the Objection Deadline.

7.5 Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the

Settlement or the terms of this Agreement by appeal or any other means. The exclusive means for any Class Member to challenge this Settlement shall be through the provisions of this Section.

7.6 Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

8. WALK-AWAY RIGHT

8.1 Defendants may elect to withdraw from the Settlement Agreement if a certain threshold of Class Members representing a certain threshold of A4 Robots, as listed on the Notice List, is met. This agreed-to threshold shall be set forth by confidential letter agreement of the Parties and, if necessary, submitted *in camera* with the Court.

8.2 If any person opts-out but later withdraws in writing its intention to opt-out prior to the Claims Deadline, the withdrawn opt-out shall not be considered in determining whether the threshold referenced above has been met.

8.3 If the right to withdraw is triggered under Section 8.1, Defendants must send notice of their election to withdraw in writing to Class Counsel within thirty (30) days of the expiration of the Opt-Out Deadline. If such an election is not timely or validly made, the right to withdraw shall be deemed forfeit and waived.

8.4 If Defendants validly elect to withdraw from the Settlement Agreement, the Cash Fund, less Administration Costs already incurred, shall be returned to Defendants and the Settlement Agreement shall be rendered null and void in accordance with Section 14.2.

9. CLASS MEMBER COMMUNICATIONS

9.1 Defendants, including the Lely Centers, shall not directly or indirectly influence the decision of a Settlement Class Member as to whether he or she should opt out or object to the Settlement Agreement, and Defendants will direct any Class Member with inquiries about the Settlement Agreement terms to Class Counsel and/or the Settlement Administrator. Defendants shall not be precluded from advertising the A5 Robots or their other products generally in North America, including sending generic marketing materials at Defendants' normal business intervals about their products to existing or former customers so long as those materials in no way reference the Settlement or the New A5 Trade-In Program. However, Defendants will not engage in direct solicitation nor convey to Class Members that they should choose one settlement option over another. Defendants and Lely Centers will not be precluded from answering technical questions from Class Members about the robots, the installation process, or similar inquiries, but to the extent that it is conveyed to Defendants or Lely Centers that such discussions relate to the Settlement Agreement Defendants or Lely Centers will direct Class Members to contact Class Counsel or the Settlement Administrator.

9.2 Defendants, including the Lely Centers, will not convey to Settlement Class Members that they should choose one Settlement Option benefits over another.

9.3 For the avoidance of doubt, Class Counsel are permitted to talk to any Claimant about the status of their trade-ins and any problems they are experiencing with the New A5 Trade-In Program or Extended Warranty Program.

9.4 Neither Class Counsel nor the Settlement Class Representatives nor the Settlement Administrator shall disparage any of the Released Parties relating to the allegations in the Complaint, nor the Cash Payment and Extended Warranty and Pinch-Sleeve Additional Payment Program nor the New A5 Trade-In Program initiated under this Settlement Agreement. Defendants and Defendants' dealerships the Lely Centers (including managers, directors, executives, and personnel who work for Defendants and the Lely Centers) agree they will not disparage the Class Representatives, Class Counsel, the Settlement Administrator nor the Cash Payment and Extended Warranty and Pinch-Sleeve Additional Payment Program nor the New A5 Trade-In Program initiated under this Settlement Agreement. Disparagement does not include an accurate factual statement of experiences relating to the A4 Robots or the Settlement.

9.5 To the extent the Settlement Administrator requires information concerning the robots, the installation process, technical specifications, or similar inquiries, the Settlement Administrator will be permitted to contact Defendants to discuss such issues. The Settlement Administrator will copy Class Counsel on any correspondence with Defendants and shall notify Class Counsel of any planned discussions and offer Class Counsel the opportunity to participate.

9.6 The Parties will work cooperatively to agree upon the substantial substance of the Notice that will be sent to persons identified on the Notice List, which will be submitted to the Court along with Plaintiffs' Motion for Preliminary Approval, a draft copy of which is attached as Exhibit C, as well as upon the substantial substance of certain public statements about the Settlement Agreement. The Parties will also work cooperatively to agree upon the substantial substance of talking points or answers to common questions that may be utilized by the Settlement Administrator with respect to inquiries from Class Members about the Settlement. The Parties will also work cooperatively to agree upon the substantial substance of the instructions and reminders that will be sent pursuant to the Settlement Agreement.

10. SERVICE AWARDS

10.1 The Settlement Class Representatives and Class Counsel shall submit a request to the Court for payment of Service Awards to a select number of Settlement Class Members who assisted in the prosecution of this Action. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Cash Fund within fourteen (14) Business Days after the Effective Date. Defendants shall not object to any reasonable service award(s) proposed by Class Counsel.

10.2 The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Awards. If the Court declines to approve, in whole or in part, a request for Service Awards, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of

any decision by the Court, concerning the payment of Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

11. ATTORNEYS' FEES AND EXPENSES

11.1 Class Counsel shall submit a request to the Court for payment of Attorneys' Fees, expressed as a percentage of the value conferred by the Settlement Fund on the Settlement Class, and for reimbursement of Expenses incurred in prosecuting and settling the Action. Any request for Attorneys' Fees and Expenses must be filed with the Court at least twenty-one (21) days before the Objection Deadline. If approved by the Court, such Attorneys' Fees and Expenses shall be paid by the Settlement Administrator from the Cash Fund within fourteen (14) Business Days of the Effective Date.

11.2 Defendants will take no position as to any request to the Court for Attorneys' Fees and Expenses, provided such a request does not seek Attorneys' Fees in excess of one-third of the total value of the Settlement Fund and reimbursement of Expenses that do not exceed \$300,000.00.

11.3 The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Expenses. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

12. CONFIDENTIALITY

12.1 The Parties and the Parties' Counsel agree that the terms of this Settlement shall remain confidential and not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' motion seeking a Preliminary Approval Order, except as the Parties may have legitimate needs to disclose them to their auditors, regulators, accountants, or attorneys.

13. NOTICES

13.1 All notices to Class Counsel provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Patrick J. Stueve
Bradley T. Wilders
Jillian R. Dent
STUEVE SIEGEL HANSON LLP
460 Nichols Rd Suite 200
Kansas City, Missouri 64113
stueve@stuevesiegel.com
wilders@stuevesiegel.com
dent@stuevesiegel.com

Arend R. Tensen
CULLENBERG & TENSEN, PLLC
199 Heater Road, Suite 2
Lebanon, NH 03766
tensen@nhvt-injurylaw.com

Daniel C. Perrone
PERRONE LAW PLLC
2136 Victory Boulevard
Staten Island, New York 10314
dcp@theperronefirm.com

13.2 All notices to Defendants' Counsel provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Michael D. Leffel
FOLEY & LARDNER LLP
150 East Gilman Street, Suite 5000
Madison, Wisconsin 53703
mleffel@foley.com

13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by e-mail and First Class mail to Settlement Administrator to:

Lely A4 Settlement
PO Box 2002
Chanhassen, MN 55317-2002
info@lelyA4robotsettlement.com

13.4 The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website and written notice provided to the Parties and Settlement Administrator.

14. EFFECTIVE DATE

14.1 If the Parties fail to obtain Preliminary Approval or Final Approval of the Settlement, or if the Final Approval Order is not upheld on appeal, the Parties shall negotiate in good faith to modify the Settlement in a manner to effectuate the terms of this Agreement to obtain a Final Judgment. If the Parties are unable to modify the Settlement consistent with this Section, then either Party may terminate this Agreement by providing written notice of termination.

14.2 If this Agreement is terminated under Sections 8.3 or 14.1 above or the Effective Date does not occur, the following shall occur:

- a. Within ten (10) Business Days of receiving notice of a termination event from Defendants' and Class Counsel, the Settlement Administrator shall pay to

Defendants an amount equal to the Cash Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) Administrative Costs or Notice Costs already actually incurred and paid or payable from the Cash Fund pursuant to the terms of this Agreement;

- b. The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Authority. The persons executing this Settlement Agreement on behalf of the Parties warrant that they have full authority to do so.

15.2 Cooperation. The Parties acknowledge that it is their intent to consummate this Settlement Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement.

15.3 Tax Consequences. Each Settlement Class Member will be responsible for any tax consequence relating to the relief afforded under this Settlement Agreement.

15.4 Fair and Reasonable. The Parties and the Parties' Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

15.5 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

15.6 Modification or Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

15.7 Integration. This Settlement Agreement constitutes the entire agreement between the Parties, and no representations, warranties, or inducements have been made concerning this Settlement Agreement other than the representations, warranties, and covenants covered and memorialized herein.

15.8 Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.

15.9 Retention of Jurisdiction. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Class Members hereto submit to the exclusive and continuing jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.

15.10 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

15.11 Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, Successors, and assigns of the Parties hereto.

15.12 Enforcement. All Parties, as well as all Released Parties, shall have the right to enforce this Settlement Agreement.

15.13 Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

15.14 Governing Law. This Settlement Agreement will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Minnesota, without giving effect to that State’s choice-of-law principles.

15.15 Confidentiality of Discovery Material. The Parties, the Parties’ Counsel, and any retained or consulting experts, agree that they remain subject to the Court’s Protective Order.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

Signature: _____

Printed name: _____

Date: November _____, 2022

On behalf of: Defendants

Signature:  _____

Printed name: Patrick J. Stueve _____

Date: November 7, 2022

On behalf of: Plaintiffs Jared Kruger, Mark Van Essen, Lynn Kirschbaum, Robert and Donna Koon, and Schumacher Dairy Farms of Plainview, LLC

15.10 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

15.11 Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, Successors, and assigns of the Parties hereto.

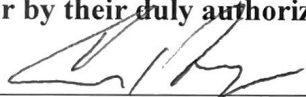
15.12 Enforcement. All Parties, as well as all Released Parties, shall have the right to enforce this Settlement Agreement.

15.13 Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

15.14 Governing Law. This Settlement Agreement will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Minnesota, without giving effect to that State's choice-of-law principles.

15.15 Confidentiality of Discovery Material. The Parties, the Parties' Counsel, and any retained or consulting experts, agree that they remain subject to the Court's Protective Order.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

Signature:  _____

Printed name: CHAD HUYSER

Date: November 7, 2022

On behalf of: Defendants

Signature: _____

Printed name: _____

Date: November _____, 2022

On behalf of: Plaintiffs Jared Kruger, Mark Van Essen, Lynn Kirschbaum, Robert and Donna Koon, and Schumacher Dairy Farms of Plainview, LLC

Settlement Class Representative Signatures

Signature: Jared Kruger

Printed name: Jared Kruger

Date: November 07, 2022

On behalf of: Jared Kruger

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Mark Van Essen

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Lynn Kirschbaum

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Robert and Donna Koon

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Schumacher Dairy Farms of Plainview, LLC

Settlement Class Representative Signatures

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Jared Kruger

Signature: Mark Van Essen

Printed name: Mark Van Essen

Date: November 8, 2022

On behalf of: Mark Van Essen

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Lynn Kirschbaum

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Robert and Donna Koon

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Schumacher Dairy Farms of Plainview, LLC

Settlement Class Representative Signatures

Signature: _____

Printed name: _____

Date: November __, 2022


On behalf of: Jared Kruger

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Mark Van Essen

Signature: 
[Lynn kirschbaum \(Nov 7, 2022 15:48 CST\)](#)

Printed name: Lynn kirschbaum

Date: November 07, 2022

On behalf of: Lynn Kirschbaum

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Robert and Donna Koon

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Schumacher Dairy Farms of Plainview, LLC

Settlement Class Representative Signatures

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Jared Kruger

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Mark Van Essen

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Lynn Kirschbaum

Signature: *Robert and Donna Koon*
Robert and Donna Koon (Nov 7, 2022 17:33 EST)

Printed name: Robert and Donna Koon

Date: November 07, 2022

On behalf of: Robert and Donna Koon

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Schumacher Dairy Farms of Plainview, LLC

Settlement Class Representative Signatures

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Jared Kruger

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Mark Van Essen

Signature: _____

Printed name: _____

Date: November __, 2022


On behalf of: Lynn Kirschbaum

Signature: _____

Printed name: _____

Date: November __, 2022

On behalf of: Robert and Donna Koon

Signature: 
Chad Schumacher (Nov 7, 2022 13:25 CST)

Printed name: Chad Schumacher

Date: November 07, 2022

On behalf of: Schumacher Dairy Farms of Plainview, LLC

EXHIBIT A



LIMITED PRODUCT WARRANTY

Products

This document contains the sole and exclusive warranty for the following Lely Industries N.V. (hereinafter, "Manufacturer") products:

Robot Milking System (ASTRONAUT®) Cow Brush (LUNA®), Selection Gate (GRAZEWAY®), Concentrate Feeder (COSMIX®), Monitoring System (VISEO®), Tank Cleaning Guard (HUBBLE®), Milk Sampling Device (SHUTTLE®), Remote Control (E-LINK®), and Liquid Dispenser (TITANIA®) (collectively, the "Equipment").

Coverage

All products and parts thereof are warranted for end-use by the original purchaser (and to no other purchaser or transferee) to be free from defects in material and workmanship, subject to the terms and conditions of this written warranty. It will be the sole determination of Manufacturer if the product or part is subject to this warranty.

This warranty will not apply to wear parts and consumables identified in the Sales Contract pursuant to which the Equipment is sold, nor to kits, assemblies and parts with a value below US\$ 20, unless Manufacturer or its representative determines that the fault results from a material and/or manufacturing defect.

Duration

All products and parts thereof are warranted for twelve (12) months, beginning on the first day of product operation, whether by installation, demonstration, training or the first milking, except for those certain Equipment parts listed in Table 1 attached hereto, which parts are warranted for the period of time stated therein.

If a replacement part is charged to the customer, it will be warranted for twelve (12) months, beginning on the first day of operation with the replacement part.

If Manufacturer or its agent, distributor, or dealer replaces a faulty part under warranty, the replacement part will be warranted for the remainder of the original part's warranty period.

Remedy

Manufacturer or its representatives will repair or, at its option, replace any defective product or part thereof without charge for the defective product part. The customer is responsible for all travel or labor costs incurred in repairing or replacing any such product or part.



Warranty Administration

Purchaser shall notify the seller of Equipment identified in the Sales Contract (“Vendor”) of any claim of defective Product (the “Warranty Defect”) in writing promptly upon its discovery by Purchaser within the warranty period. Promptly upon receipt of a written notice of a Warranty Defect, Vendor shall attempt to validate the Warranty Defect. If the Warranty Defect is valid, Vendor shall effectuate the remedy set forth in the Limited Warranty as quickly as commercially and reasonably possible.

Exclusions

Labor and travel expenses are not covered by warranty. Also excluded from this agreement are any cost or expenses due to:

- A. Abnormal use of the equipment which is not according to the specifications stated in the Operator’s Manual or Operators Service and Maintenance Certification Program.
- B. The result of any intervention by technicians other than Manufacturer-authorized service technicians.
- C. Assembly parts and/or service kits.
- D. Incidents such as freezing, ice, fire, flood, inundation, or any other form of excessive water, or lightning.
- E. Defects of the electrical system or grounding.
- F. The use of chlorinated chemicals on or near the robot.
- G. Use of compressed air that does not meet the quality standards set in the Operator’s Manual.
- H. Hacking activities, computer viruses or related problems.
- I. Damage caused by vermin or pests.

Without limiting the foregoing, any and all needs for spare parts as well as other occurrences due to normal wear and tear of the products are expressly excluded from the foregoing warranty. The foregoing warranty does not cover failure of, or damage to, the Equipment caused by misuse, negligence, modification, abuse, improper application, service or operation, or by lack of proper maintenance, or use with equipment or components not supplied by Manufacturer. The foregoing warranty shall apply only if the Equipment is inspected as required by this Agreement, and operated at all times according to all maintenance, safety, training or other instructional guidance provided to Purchaser by Manufacturer or Manufacturer’s authorized representative.



Limitations

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL; MANUFACTURER AND ITS REPRESENTATIVES DISCLAIM AND EXCLUDE ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Manufacturer's sole obligation, and the purchaser's sole remedy, with respect to the products shall be the performance of Manufacturer's responsibilities under this warranty.

Vendor's performance required under this warranty shall be purchaser's exclusive remedy and the Vendor's sole liability with respect to any nonconformity, defect or deficiency in the product hereunder.

IN NO EVENT SHALL MANUFACTURER OR ITS REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ON ANY OTHER LEGAL THEORY. Without limiting the generality of the foregoing, Manufacturer specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, downtime, slowdown, lost goodwill, cost of capital, cost of substitute goods, or for any other types of economic loss, or for claims of purchaser's customers or any third party for any such damages, costs or losses. Purchaser shall indemnify Vendor against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) that Vendor may incur as a result of any claim by Purchaser or others arising out of or in connection with this warranty.

No employee, agent, dealer or distributor of Manufacturer or Vendor is authorized to extend or expand the coverage of this warranty.

Applicable Law

This Agreement shall be governed by and shall be construed according to the internal laws of the State of Wisconsin without reference to conflicts of laws principles. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**



Table 1

PARTS WITH EXTENDED MACHINE WARRANTY		Valid as per August 1, 2022	
Item number	Description	Total warranty	Remark
5.1004.6134.0	Sensor PMD 3D IFM 03D0214	2 years	
5.1005.3754.0	TDS-2 (Type-2)	4 years	
5.2011.1069.0	Drive wheel MFR	2 years	
5.2013.0221.0	Wheel PUR 80" shore A	2 years	
5.4008.3330.0	Drive ass. Discovery 120	2 years	
6.2001.0074.0	Gravitor load cell	5 years	
6.2001.0225.0	PCB ADS3622 FG main PCB	3 years	
6.2001.0226.0	PCB ADS3846 MFR Main PCB	5 years	
9.1138.0467.0	Valve	2 years	From Production Date
9.1138.0876.3	Milk pump manifold	2 years	
9.1184.0033.3	Grabber Drive motor (old wheel style)	5 years	
9.1184.0108.0	Gearbox high speed auger motor	3 years	
9.1184.0125.0	Lift motor assembly	2 years	
9.1184.0126.0	Closing motor assembly	2 years	
9.1185.0355.0	Nedap Qwes ISO ID NeckTag	3 years	From Production Date
9.1185.0481.0	Nedap Qwes ISO LD NeckTag	3 years	From Production Date
9.1185.0499.0	Qwes ISO LD Plus 922Mhz(1pce)	3 years	From Production Date
9.1185.1116.0	Nedap Qwes ISO LD Smart NeckTag	3 years	From Production Date
9.1185.1182.0	Vacuum pump	2 years	
9.1185.1190	Sensor QWES ISO LD plus (1pce)	3 years	From Production Date
9.1187.0863.0	L4C LED Control box incl. light sensor with lens	2 years	From Production Date
9.1187.0864.0	L4C LED Control box (slave)	2 years	From Production Date
9.1187.0866.0	L4C LED Switch box	2 years	From Production Date
9.1187.0911.0	Geartray for L4C 30N luminaire	5 years	From production date
9.1187.0912.0	Geartray for L4C 17N luminaire	5 years	From production date
9.1187.0913.0	Geartray for L4C 17 luminaire	5 years	From production date
9.1188.0096.0	Converter DC/DC	5 years	
9.1189.0295.0	SCR Qwes HR-LDn	4 years	From Production Date
9.1190.0224.0	MFR Charge PCB	5 years	
9.1190.0772.0	Mod Alarm	2 years	

EXHIBIT B

Must be postmarked
or submitted online
NO LATER THAN
Month Day, 2023

Lely A4 Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002

LELY A4 SETTLEMENT CLAIM FORM

ABC1234567890

Claim Number: 1111111



JOHN Q CLASSMEMBER

PIN: a!b@c#d\$

123 MAIN ST
APT 1
ANYTOWN, ST 12345

SETTLEMENT BENEFITS – WHAT YOU MAY GET

If you are a resident of the United States or its territories and you purchased or leased a Lely Astronaut A4 robot new, you may submit a claim. **The easiest way to submit a claim is online at www.LelyA4RobotSettlement.com**, or you can complete and mail this claim form to the address at the top of this page. You may also be required to submit additional documents to support your claim.

You may submit a claim choosing between the following benefits:

- **Option 1: Cash Payment and Extended Warranty (or Additional Cash Payment)**
 - Distribution from the Cash Fund: A Cash Fund has been set up by Lely, and it will be distributed (after accounting for Administrative Costs, Attorneys' Fees and Expenses, and possible adjustments) on a pro rata basis amongst claimants choosing this option based on the number of A4 robots each claimant owned or leased that were opted into Option 1. This means that after the adjustments and deductions, the remainder of the Cash Fund will be divided by the total number of A4 robots owned or leased by claimants who chose this option and then distributed to those claimants based on the number of A4 robots they owned or leased. In addition to the pro rata distribution, you will receive \$1,000 for each robot that you opt into Option 1. Option 1 does not require the Settlement Class Member to trade-in their A4 Robot(s).
 - Additional Benefits Election: In addition to receiving a pro rata portion of the Cash Fund, each Claimant choosing Option 1 can also elect between the following benefits:
 - Extended Warranty Program or Additional Cash Payment Per A4: Claimants who have elected Option 1, may also choose either: (1) an Extended Standard Warranty, extended four years beginning from the Effective Date of the Settlement or the date the original warranty was going to expire, whichever is later, for each A4 robot owned or leased, **OR** (2) an additional \$7,000 cash payment for each A4 robot owned or leased.
- **Option 2: New A5 Trade-In Program**
 - Trade-In Your A4(s) for New A5(s): You can choose this option if you still own or lease your A4 robot(s) and if your lease has been or will be paid off prior to the trade in. If you choose this option, then for each A4 robot you own or lease, you can receive a new standard A5 robot in exchange for a \$40,000 payment by you and the A4 robot that you exchange. If you choose this option, you will have up to 2 years from the Effective Date of the settlement to effectuate your trade-in by entering into a purchase agreement. No money is due until you enter into the purchase agreement, which requires a down payment of up to 20 percent (with the balance paid upon delivery). If you Choose Option 2, you will receive NO distribution from the Cash Fund.
 - The New A5 Trade-In Program option only covers the cost of the new standard A5 robot: **it does not include a new central unit or cover costs related to transportation, installation, labor, upgrades, additional options or features or any other costs. The costs of removing the A4 robot(s) are not included but the costs related to transporting away the A4 robot you are trading in is included.** Depending on the demand for new A5 robots, Lely cannot guarantee delivery times. It could take six months or longer to manufacture sufficient A5 robots to meet demand.
 - **Please review carefully all details of the New A5 Trade-In Program at: www.LelyA4RobotSettlement.com.**

YOUR INFORMATION

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

Email Address(es): _____

Social Security Number or Taxpayer Identification Number: _____

Farm Name (if applicable): _____

Farm Address (if different from address above): _____

City: _____ State: _____ ZIP: _____

What is your preferred method of communication by which to receive additional information and instructions regarding the Settlement?

Mail

Email

PART A

You must completely and truthfully respond to the following questions or requests for information under the penalty of perjury.

1. Do you agree to respond to the following questions or requests for information under the penalty of perjury?

Yes

No

Signature: _____ Date Signed: _____

2. In the following table, check the appropriate boxes and fill in the requested information:

- a. Check the number of robots you purchased or leased (for example, if you purchased eight new A4 robots, check each of the boxes 1 through 8);
- b. Identify the serial number of each of your A4 robots (the serial number can be located on the inside of the door of the robot unit);
- c. **Circle** whether you purchased your A4 new or used;
- d. **Circle** whether you still own the A4 robot;
- e. Fill in the start up date for each A4 robot (month/day/year; ##/##/####);
- f. For each A4 robot, choose between the following benefits options (you cannot choose both):
Check whether you would like to take Option 1 - Cash Payment; **OR**
Check whether you would like to take Option 2 – New A5 Trade-In Program (see the Settlement Notice and Website for more details on each option);
- g. You must elect either Option 1 (Cash) or Option 2 (New A5 Trade-In Program) for each individual A4 robot, but you can choose different options for different robots, *i.e.* if you have two A4 robots, you can elect to trade-in one A4 robot and choose the cash option(s) for the other A4 robot.
- h. If you elected to take Option 1 – Cash Payment for any of your A4 robots, then, for each A4 robot for which you selected Option 1, you must **Circle** whether you would like to receive **EITHER** an Extended Standard Warranty for that A4 robot, extended four years beginning from the Effective Date of the Settlement or the date the original warranty was going to expire, whichever is later, **OR** a \$7,000 cash payment for each A4 robot for which you selected Option 1.

A4 Robot	A4 Serial Number	New or Used	Still Own the Robot?	Robot Start Date	Option 1: Cash Payment	Option 2: New A5 Trade-in Program	If You Chose Option 1: Choose Either Extended Warranty or Add'l Cash
<input type="checkbox"/> 1		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 2		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 3		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 4		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 5		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 6		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 7		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 8		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 9		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 10		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 11		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash
<input type="checkbox"/> 12		New Used	Yes No	___ / ___ / ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Warranty <input type="checkbox"/> Cash

PART B: Option 1 – Name on Check

If you chose Option 1 (Cash Payment) for any or all of your A4 robots, to whom should the check be made out?

Name: _____

PART C: Option 1 - Extended Warranty

If you elected to take the extended warranty option for any of your A4 robot(s), please provide the following information:

Preferred Lely Center to use for the Extended Warranty: _____

Preferred Lely Center's Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

PART D: Option 2 - New A5 Trade-In Program

If you elected to take Option 2 – the New A5 Trade-In Program for any of your A4 robot(s), **please carefully review the information regarding the details and deadlines of the trade-in program, as set forth in the Class Notice, available at: www.LelyA4RobotSettlement.com.**

If you elect to take Option 2, you will not receive any money from the Cash Fund.

The New A5 Trade-In Program requires the participant to exchange their existing A4 and pay \$40,000 per new A5 robot (standard retail prices for new A5 robots are approximately \$150,000). The New A5 Trade-In Program only covers the cost of the new A5 robot, and does not include a new central unit, upgrades, additional features, installation, freight, or labor costs. The costs of removing the A4 are not included but the costs related to transporting away the A4 robot you are trading in are included.

There are no guarantees for when the new A5 robots will be installed. The process could take up to 6 months, if not longer.

If you elect to take Option 2, no money is due at this time. Once the settlement is final, you will receive additional instructions. You will then have up to 2 years to enter into a purchase agreement for the trade-in. You will be required to deposit up to 20% of the purchase price when you enter into the purchase agreement.

If you elected to take Option 2 to exchange your A4 robot(s) for new standard A5 robot(s), please complete the following information:

Preferred Lely Center to use for the Trade-In: _____

Preferred Lely Center's Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

PART E: Additional Contact Information

If you elected to take the extended warranty or New A5 Trade-In options, you will be receiving additional follow up information and instructions after the Effective Date of the Settlement. Below, please provide the contact information for any additional people you would like to receive this follow up information, or leave blank if you only want the information sent to the persons and contact information set forth on page 1:

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

Email: _____

Preferred method of communication?:

Mail

Email

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kruger, et al. v. Lely North America, Inc., et al.

ABC1234567890

Your ID Number is: 1111111



TO: JOHN Q CLASSMEMBER
123 MAIN ST
APT 1
ANYTOWN, ST 12345

**If you purchased or leased a new Lely A4 Robot,
you may be included in a proposed class action settlement.
Please read this Notice carefully.**

Dear John Q Classmember,

You have been sent this Notice of Proposed Class Action Settlement (the “Notice”) because you might be a Class Member in the putative class action lawsuit captioned *Kruger, et al. v. Lely North America Inc.*, pending in the United States District Court for the District of Minnesota, Case No. 0:20-cv-00629-KMM/DTS (“the Court”). The Court approved this Notice.

If you purchased or leased one or more new Lely A4 automatic milking system robots (“A4” or “A4 Robot”) in the United States, you may be entitled to relief under the proposed settlement. This settlement does not cover the purchase or lease of the Lely A2, A3, A3Next, or A5 robots, or any purchase or lease of a used A4 Robot, and any rights related to those robots are unaffected by this settlement.

The easiest way to submit a claim is online at www.LelyA4RobotSettlement.com.

The enclosed Notice explains your legal rights **and the deadlines to exercise them.**

Please read the Notice carefully as your legal rights may be impacted.

**Questions? Visit www.LelyA4RobotSettlement.com, call 855-393-9674,
or email info@LelyA4RobotSettlement.com**

**THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA
AUTHORIZED THIS NOTICE.**

THIS IS NOT A SOLICITATION FROM A LAWYER.

YOU ARE NOT BEING SUED.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS.

A proposed settlement has been reached to resolve a class action lawsuit regarding the Lely A4 automated milking system. If you are a Settlement Class Member, there are benefits available to you from the proposed settlement. **The easiest way to submit a claim is online at www.LelyA4RobotSettlement.com.** You can find the Settlement Agreement on the Settlement Website, and all capitalized terms in this Notice have the same meaning as set forth in the Settlement Agreement.

To qualify for the benefits provided by the settlement, you must have purchased or leased one or more new Lely A4 Robots in the United States.

Under the proposed settlement, there are two different benefit options available to Settlement Class Members who timely submit claims (“Claimants”). Claimants must choose between:

- **Option 1 – Cash Payments and Extended Warranty (or Additional Cash):** As part of the Settlement, Lely has established a cash fund of \$49.75 million (“Cash Fund”), which may be subject to certain adjustments as described below in Question 8. A payment from the Cash Fund will be paid on a *pro rata* basis to Claimants who choose Option 1, based on the number of A4 Robots purchased or leased by the Claimants choosing this option. Claimants choosing Option 1 will also receive an additional \$1,000 cash payment per A4 Robot owned or leased, and the ability to choose between an extended warranty or an additional \$7,000 cash payment for each A4 Robot owned or leased. Option 1 does not require the Settlement Class Member to trade-in their A4 Robot(s).
- **Option 2 – New A5 Trade-In Program:** Under Option 2, Claimants who select this option will be able to exchange their A4 Robot(s) for a brand new standard model A5 Robot. Claimants choosing Option 2 can keep using their A4 Robot(s) until the agreed upon date to exchange it for a new A5 Robot(s) under this program. The exchange requires the Settlement Class Member to turn in their A4 Robot(s) and pay \$40,000 per A5 Robot received (standard retail price for an A5 Robot is approximately \$150,000). Option 2 only covers the costs of a standard model A5 Robot, it does **not** include a central unit or cover costs related to transportation, installation, labor, upgrades, additional options or features, or any other costs, including removal costs associated with removing the A4 Robot(s). Delivery of a new A5 Robot can take up to six months or longer from the date of order, and while installation of an A5 Robot and removal of an A4 Robot can usually be completed within 12 hours, Lely **cannot guarantee** any specific timing as to delivery or installation and cannot guarantee any specific milking downtime associated with the removal and installation. If you select Option 2, you will receive NO cash payment under Option 1. If you choose Option 2, no money is due until you enter into a purchase agreement for the new A5 Robot, which will require a down payment of up to 20 percent (with the balance paid upon delivery).

These options are more fully discussed below. The Notice explains your rights and options under the Settlement – and the deadlines to exercise them.

The Court has preliminarily approved the Settlement and authorized this Notice to Settlement Class Members. Payments and trade-ins will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
SUBMIT A CLAIM FORM DURING THE CLAIM PERIOD	<p>The only way to receive benefits under the Settlement is to submit a claim by the deadline.</p> <p>If you qualify as a Settlement Class Member and you submit a valid and timely claim form, you are entitled to relief in accordance with the Settlement approved by the Court.</p> <p>For more detailed information about Settlement Benefits for which you can make a claim, see Questions 5, 6, 7.</p>	MONTH DAY, 2023
OBJECT	<p>You may object to the Settlement by writing to explain to the Court why you think the Settlement should not be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will still be eligible for the benefits of the Settlement (if you submitted a timely claim) and give up your rights to sue Lely on the claims described in the Settlement Agreement available at www.LelyA4RobotSettlement.com.</p> <p>For more detailed information see Question 21.</p>	MONTH DAY, 2023
OPT OUT	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Lely for the released claims related to your A4 Robots. If you opt-out, you may not submit a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 20.</p>	MONTH DAY, 2023
DO NOTHING	<p>If you do nothing, you will not be entitled to any benefits provided under the Settlement and, if the Settlement becomes final, you will give up your right to sue Lely separately for the released claims relating to the A4 or to continue to pursue any such claims that you have already filed.</p>	

BASIC INFORMATION AND OVERVIEW

1. What is this notice, and why did I get this Notice?

You have been identified as a possible purchaser or lessee of a new Lely A4 Robot.

The Court sent you this notice because you have a right to know about the proposed settlement of the class action lawsuit, and about your options, before the Court decides whether to approve the settlement. This notice also explains how to participate in, object to, or exclude yourself from the Settlement.

2. What is this lawsuit about?

Plaintiffs in this class action lawsuit alleged that the Lely A4 automatic milking robots contained design flaws and problems, such that the A4 robots did not increase milk production or milk quality as represented and, instead, adversely impacted cow health and milk quality. The lawsuit also alleged that the Lely A4 milking robots' total cost of ownership was higher than represented. Lely denies it did anything wrong. And no court or other judicial entity has made any judgment or other determination of any wrongdoing by Lely.

The Plaintiffs in this case are Jared Kruger, Mark Van Essen, Lynn Kirschbaum, Robert and Donna Koon, and Schumacher Dairy Farms of Plainview, LLC. The Defendants who are parties to the settlement are Lely North America, Inc., Lely Holding B.V., Maasland N.V., Lely Industries N.V., and Lely International N.V. (collectively referred to throughout this Notice as "Lely" or "Defendants"). The Settlement Agreement and Release also cover Lely's authorized independent dealerships (known as "Lely Centers").

The Court where this lawsuit was filed is the United States District Court for the District of Minnesota, and the case is known as *Kruger et al v. Lely North America, Inc.*, Case No. 0:20-cv-00629-KMM/DTS. You can read the Class Action Complaint at www.LelyA4RobotSettlement.com.

3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit may be eligible to obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Lely. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The Class Representatives appointed to represent the class and the attorneys for the settlement class ("Class Counsel," see Question 16) believe that the settlement is in the best interests of the Settlement Class Members.

THE SETTLEMENT BENEFITS

5. What benefits are available to Settlement Class Members under the Settlement?

The parties agreed to a settlement consisting of a cash fund with \$49.75 million, which may be subject to certain adjustments as described in Question 8, as well as an extended warranty and New A5 Trade-in Program. The settlement provides Settlement Class Members with the option to choose between two sets of benefits:

- **Option 1 is the cash payment option with extended warranty (or additional cash).** The Cash Fund will be distributed *pro rata* among the Settlement Class Members who choose Option 1 based on the number of A4 Robots owned by each Claimant who selects Option 1. Claimants choose this option will also receive an additional \$1,000 cash payment per A4 Robot for the pinch-sleeves issue, as well as the choice between: (1) an extended warranty for each A4 Robot owned or leased, or (2) an additional \$7,000 cash payment for each A4 Robot owned or leased.
- **Option 2 is the trade-in option.** Claimants who choose this option will be able to exchange their A4 robot in for a new standard model A5 robot at the discounted price of \$40,000 (standard retail prices for A5 robots are typically about \$150,000).

The details of the options are detailed below. For more information on Option 1, see Question 6. For Option 2, see Question 7. For adjustments that may be made to the Cash Fund, see Question 8.

6. What benefits are available to Settlement Class Members who submit a claim for Option 1 (Cash Payments and Extended Warranty)?

Settlement Class Members who currently own or lease new A4 Robots, or who owned or leased A4 Robots in the past can take advantage of Option 1, provided that they purchased or leased their A4 Robots new. Settlement Class Members who timely submit a claim for Option 1, will have the following three benefits available to them:

1. *Pro Rata Share of Cash Fund Based on Number of A4 Robots:* If you make a claim for Option 1, you will receive a pro-rata share of the Cash Fund based on the number of A4 Robots you own or lease. The Cash Fund has been set up by Lely and will be distributed after accounting for Administrative Costs, Attorneys' Fees, Expenses, and any possible Adjustments (see below at Question 8). This distribution will occur on a *pro rata* basis by taking the amount in the Cash Fund, after accounting for Costs, Fees, Expenses, and possibly adjustments, and dividing it by the number of A4 Robots owned or leased by Claimants who chose Option 1, then distributing on a *pro rata* basis to each Claimant based on the number of A4 robots the Claimant owns or leases.
2. *Additional \$1,000 Cash for Each A4 Robot for Pinch-Sleeve Issue:* On top of the *pro rata* distribution from the Cash Fund, each Claimant choosing Option 1 will receive an additional \$1,000 cash for each A4 Robot owned or leased to compensate for the pinch-sleeve issue on the A4 Robot.
3. *Option to Choose Between Extended Warranty or Additional Cash:* For each A4 Robot owned or leased by a Claimant choosing Option 1, that Claimant must also choose between receiving either: (1) an Extended Standard Warranty, extended four years beginning from the Effective Date of the Settlement or from the date the original warranty was going to expire, whichever is later, for each A4 Robot, **OR** (2) an additional \$7,000 cash payment for each A4 Robot.

The cash payments shall be individually allocated and payable to the Claimants that chose them. The Lely Center assigned to the Claimant will be provided a list of Claimants who chose the Extended Warranty, which will only become effective once the Settlement is final.

7. What benefits are available to Settlement Class Members who submit a claim for Option 2 (New A5 Trade-In Program)?

A Settlement Class Member can only make a claim for Option 2 if you still own or lease your A4 Robot(s); however, if you lease your A4 Robot, you will need to exercise the purchase option in order to take advantage of Option 2, such that you own your A4 Robot. Settlement Class Members who timely submit a claim for Option 2, will have the following benefits available to them:

- For each A4 Robot owned, you can exchange that A4 Robot for a new *standard* model A5 robot at the discounted price of \$40,000. As part of this trade-in, **you must pay \$40,000** per robot traded in. The retail value of a new standard A5 robot is approximately \$150,000.
- **Option 2 only covers the cost of the new A5 robot itself. It does NOT include: a new central unit or cover costs related to transportation, installation, labor, upgrades, additional options or features, or any other costs, including removal costs associated with removing the A4 Robots.**

The New A5 Trade-In Process will work as follows, once you have submitted a claim and the Settlement has become final:

1. As part of this trade-in program you will work with your territory's Lely Center to obtain the new A5. You will have **2 years and 14 days from the Effective Date of the Settlement (of which you will be notified)** to enter into a valid purchase agreement with your Lely Center for the new A5. The Lely Centers will be provided a list of Claimants who have chosen the A5 Trade-In Option under the Settlement.
2. Once a purchase agreement has been entered into between you and your Lely Center, Lely or the Lely Center will secure, schedule, and install the new A5 robot. This process may take up to six months from

the signing of the purchase agreement and may take longer. **Lely cannot guarantee any specific timing of delivery or installation of the A5 robots.**

3. As part of the trade-in program, you will be required to pay up to a 20% down-payment of the total amount owed under the purchase agreement at the time you sign the purchase agreement. The remaining amount owed under the agreement will be due upon delivery of the A5.
4. Lely, either themselves or through their Lely Centers, will arrange to remove the A4 robot(s) on the same day the A5 robot(s) are being installed. **Lely cannot guarantee any specific amount of milking downtime associated with the removal or installation.**

As long as you submit a valid and timely claim and then meet your obligations under Option 2, your ability to complete your exchange is transferable and assignable, should you – for example – sell your farm or A4 Robots to your child or family member, or should your heirs or the purchaser of your A4 Robots need to finish the trade-in. **However, you must make the claim yourself; the ability to make the claim is not assignable or transferable.**

Lely's obligations under Option 2 must be fully satisfied within three years of the Effective Date of the Settlement Agreement. In other words, all A4 trade-ins and installations of the A5 robots will be complete within 3 years of the Effective Date of the Settlement.

IF YOU CHOOSE THIS OPTION, YOU WILL NOT BE ABLE TO CHANGE YOUR MIND AFTER YOU SUBMIT YOUR CLAIM. IF FOR SOME REASON YOU FAIL TO COMPLETE YOUR TRADE-IN OR PURCHASE AGREEMENT PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT, YOU WILL NOT RECEIVE ANY BENEFITS FROM THIS SETTLEMENT.

FOR ANY TAX QUESTIONS REGARDING THE TRADE-IN OPTION PLEASE CONTACT YOUR TAX PROFESSIONAL.

8. Are there circumstances under which the Cash Fund used for Option 1 may increase or decrease?

Yes, the Cash Fund may be increased or decreased based upon participation in the two benefits options. Under the Settlement Agreement the following adjustments will be made to the Cash Fund based on participation rates:

- If **less** than 485 A4 Robots make claims for Option 2 (the New A5 Trade-In Program), then for every robot under 485, Lely will contribute an *additional* \$30,000 to the Cash Fund. Lely will in no event be required to contribute more than \$14.55 million under this adjustment.
- If **exactly** 485 A4 Robots make claims for Option 2 (the New A5 Trade-In Program), no adjustments will be made to the Cash Fund.
- If **more** than 485 A4 Robots make claims for Option 2 (the New A5 Trade-In Program), then for every robot over 485, the Cash Fund will be decreased by \$30,000 for each robot over 485 up to 1,100 robots. These funds will be reimbursed to Lely. In no event will Lely receive an amount exceeding \$18.75 million under this adjustment.

As an example, if Claimants owning 400 A4 Robots choose Option 2, Lely will contribute an additional \$2,550,000 to the Cash Fund. Conversely, if Claimants owning 500 A4 Robots choose Option 2, the Cash Fund will be decreased by \$450,000, with that amount returned to Lely. These adjustments will be made prior to any distribution by the Settlement Administrator from the Cash Fund.

These adjustments, if made, will impact the amount of Cash Fund available to Settlement Class Members who submit a claim for Option 1 – Cash Payments.

9. What happens if there are leftover Settlement funds?

The Cash Fund will be used to pay Administrative and Notice Costs, Service Awards, Attorneys' Fees, Expenses, and cash payments to Claimants choosing Option 1, after all adjustments.

The Settlement Administrator will take all reasonable steps to distribute all funds in the Cash Fund. If after a reasonable time, uncashed checks remain, the Settlement Administrator will submit the checks to the required state's unclaimed funds division.

If after all these costs, distributions and adjustments, any funds remain, the Settlement administrator will distribute those funds on a pro-rata basis among Option 1 Claimants through an additional payment, as long as such a distribution is, in the opinion of Class Counsel and the Settlement Administrator, economically justifiable. If there are insufficient funds to make an additional *pro rata* distribution, Class Counsel and the Settlement Administrator will propose to the Court a *cy pres* recipient for distribution.

In no event will any money return to Lely, except as described in Question 8, concerning possible adjustments that may be made to the Cash Fund.

OBTAINING SETTLEMENT BENEFITS

10. Do I have to do anything right now to obtain Settlement benefits?

Yes. You must act now to obtain Settlement benefits. The Court has granted preliminary approval of the proposed Settlement, which is why you have received this Notice, you must submit your Claim Form to obtain your Settlement benefits. The Claim Form must be postmarked or submitted electronically on or before **[date]**.

11. How do I obtain Settlement benefits?

Now that the Court has granted preliminary approval of the Settlement, you must timely and validly submit your Claim Form. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than **[date]**. Alternatively, you can submit a claim form electronically at www.LelyA4RobotSettlement.com. **You must submit the Claim Form by mail or electronically to receive compensation under the Settlement.**

12. What happens if I do nothing?

Any Settlement Class Member who does not submit a Claim Form will not recover anything under this Settlement. Unless you exclude yourself and timely opt out, you will stay in the Class, and that means that you cannot sue or be part of any other lawsuit against Lely about the legal issues in this case. It also means that all of the Court's orders regarding the Settlement will apply to you and legally bind you.

13. What am I giving up to get compensation?

By submitting a claim for relief, a Settlement Class Member who timely submits a claim will receive relief if the Settlement is approved. By participating in the settlement or failing to opt out, you are releasing or giving up your rights to sue Lely (or its affiliates and the Lely Centers) for the claims related to the A4 covered by the Release, as detailed in Question 14.

14. What claims are being released by the Settlement?

As part of the Settlement, Settlement Class Members (who do not timely and validly opt out) agree to release Lely and its affiliates (including Lely Centers) of any claims arising out of or relating to the factual allegations concerning the Lely A4 contained in the Complaint or any previous complaints filed in the Action including, but not limited to, negligence, breach of contract, breach of warranty, strict liability, fraud, fraudulent misrepresentation, fraudulent omission, violations of state consumer protection laws, and any and all theories or measures of damages or relief. For the exact terms of the release, see the settlement agreement at Paragraphs 1.36, 1.37, 3.

This Settlement only covers the A4 Robots that were purchased or leased new. It does not cover the purchase, finance, lease and/or use of the A2, A3, A3Next, A5, or used A4 robots, and any rights related to these robots are unaffected by this Settlement.

THE CLASS DEFINITION

15. How do I know if I am a Class Member?

The Class includes any person who purchased or leased a new Lely A4 Robot in the United States or its territories except those who timely and validly opt out of the Settlement. The class does not include persons who purchased, leased, or financed used A4 robots. Defendants represent that the Class consists of over 400 farmers or farm entities that purchased or leased approximately 1,468 new Astronaut A4 robots.

Excluded from the Settlement Class are the Court and its officers and employees; Defendants and their corporate parents, siblings, relatives, and subsidiaries, as well as their officers, directors, employees, and agents; governmental entities; and those who timely request to opt-out pursuant to the requirements set forth herein.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. For the purposes of the Settlement and Claims Administration, the Court appointed the following lawyers as “Class Counsel” to represent all the members of the Class:

Patrick J. Stueve	Arend Tensen	Daniel C. Perrone
Bradley T. Wilders	Cullenberg & Tensen PLLC	Perrone Law PLLC
Jillian R. Dent	199 Heater Road, Suite 2	100 Duffy Avenue, Suite 510
Stueve Siegel Hanson LLP	Lebanon, New Hampshire 03766	Hicksville, New York 11801
460 Nichols Road, Suite 200		
Kansas City, MO 64113		

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may be represented by your own lawyer. For example, you can ask your own lawyer to appear on your behalf in Court if you want someone other than Class Counsel to speak for you. However, you will be responsible for any fees that lawyer may charge for representing you.

18. How will the lawyers be paid?

Class Counsel have been prosecuting this case on behalf of the Class Representatives and the putative Class since before it was filed in February 2020. The lawyers have been working on a contingency basis and do not get paid unless there is a recovery from Lely. Nor have they been reimbursed for the significant expenses advanced on behalf of Settlement Class Members.

As part of this Settlement, Class Counsel are entitled to ask the Court to reimburse their expenses of no more than \$300,000.00 and for attorneys’ fees in an amount up to one-third of the total value of the Settlement Fund, but total amount of attorneys’ fees requested will not be greater than \$21,433,333.33. Ultimately, the Court will determine what amounts are awarded. You will not have to separately pay any portion of these fees yourself. Class Counsel’s request for Attorneys’ Fees and Expenses (which must be approved by the Court) will be filed by **[date]** and will be available to view on the settlement website at www.LelyA4RobotSettlement.com.

19. Will the Settlement Class Representatives receive any additional money?

The Settlement Class Representatives in this action are listed in the Settlement Agreement, which is available at www.LelyA4RobotSettlement.com. Class Counsel will ask the Court to award Settlement Class Representatives “Service Awards” of up to \$50,000, depending on the level of participation in prosecuting the Action, for the time they spent and the risks that they undertook, in bringing this lawsuit on behalf of the class. These amounts will have to be approved by the Court. Any amount approved by the Court will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

20. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class but do not want to remain in the class, you may exclude yourself from the Settlement Class (also known as “opting out”). If you exclude yourself from the Settlement Class, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Lely, and you may file your own lawsuit against Lely based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

IMPORTANT: You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you may do so online www.LelyA4RobotSettlement.com by [date], or by mailing a “request for exclusion,” postmarked no later than [date], to:

Lely A4 Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002

This statement must contain the following information:

- (1) The name of this action (*Kruger et al. v. Lely North America, Inc.*, Case No. 0:20-cv-00629-KMM/DTS (D. Minn.));
- (2) Your full name and current address;
- (3) The number of A4 units purchased or leased, and whether the robots were purchased new;
- (4) Your personal signature (lawyer’s signature is not sufficient);
- (5) A statement clearly indicating your intent to be excluded from the Settlement; and
- (6) A statement that your request for exclusion applies only to you, the one Settlement Class Member whose personal signature appears on the request. (Requests seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.)

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court that I like or do not like the Settlement?

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don’t think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a letter saying that you object to:

Lely A4 Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002

The written objection must include:

- (i) The name of this action (*Kruger et al. v. Lely North America, Inc.*, Case No. 0:20-cv-00629-KMM/DTS (D. Minn.);
- (ii) The name, address, telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) The number of Astronaut A4 units purchased or leased, and whether the robots were purchased new;
- (iv) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (v) A statement of the specific grounds for the objection, including any factual or legal basis for the objection; and
- (vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

Any such objection must be postmarked on or before [date] to the Claims Administrator, who shall promptly disseminate a copy to Class Counsel and Defense Counsel. Any such objection that is not postmarked by this date or which lacks the information required above shall be considered invalid and not considered by the Court.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at [time] on [date], in the United States District Court, District of Minnesota, located at 316 N. Robert Street, St. Paul, Minnesota 55101. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. 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 also decide how much to pay Class Counsel, reimburse them for expenses, or make service awards to Settlement Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing date and time may change. If that occurs, the new date and time will be listed on the settlement website at www.LelyA4RobotSettlement.com.

23. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer questions the Court may have. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. But you are welcome to come at your own expense. You may also pay your own lawyer to attend if you wish.

DOING NOTHING

24. What happens if I do nothing at all?

You do not have to do anything in response to this Notice; however, to obtain the Settlement benefits described above, you must submit a Claim Form by [date]. If you do nothing, you will receive nothing from this Settlement, but you will remain bound by the terms of the Settlement.

GETTING MORE INFORMATION

25. Are there more details available?

Visit the settlement website where you will find the proposed Settlement Agreement and other documents relevant to the Settlement. Updates regarding the case will also be available on the Settlement website at www.LelyA4RobotSettlement.com.

You may also contact the Settlement Administrator at:

Lely A4 Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002
Toll-free: 855-393-9674

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

PLEASE DO NOT CONTACT THE COURT