

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

**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.**

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 cash fund will be distributed after accounting for administrative costs, attorneys’ fees, expenses, service awards and possible adjustments (if any) described in **Question 8**. 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>	Monday, June 5, 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>	Tuesday, April 4, 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>	Tuesday, April 4, 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 who 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, Service Awards 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 possible 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 **Monday, June 5, 2023**.

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 **Monday, June 5, 2023**. 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, which is available at www.LelyA4RobotSettlement.com.

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

Bradley T. Wilders

Jillian R. Dent

Stueve Siegel Hanson LLP

460 Nichols Road, Suite 200

Kansas City, MO 64113

Arend Tensen

Cullenberg & Tensen PLLC

199 Heater Road, Suite 2

Lebanon, NH 03766

Daniel C. Perrone

Perrone Law PLLC

100 Duffy Avenue, Suite 510

Hicksville, NY 11801

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 **Tuesday, March 14, 2023** 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 **Tuesday, April 4, 2023**, or by mailing a “request for exclusion,” postmarked no later than **Tuesday, April 4, 2023**, 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 **Tuesday, April 4, 2023** 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 **10:00 a.m. CT on July 24, 2023**, in the United States District Court, District of Minnesota in Courtroom 3A, 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 **Monday, June 5, 2023**. 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