

**REPAIRS/PARTS/SPECIFIC EQUIPMENT DAMAGE  
CLAIM FORM**

**The Settlement Administrator must receive this form no later than December 29, 2021, in order for it to be considered.**

*In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing,  
Sales Practices, and Product Liability Litigation  
MDL No. 2936, Case No. 4:20-MD-02936-SRB  
(U.S. Dist. Court, W.D. Mo.)*

**A Proposed Retailer Settlement has been reached with the four Retailer Defendants in a lawsuit regarding the sale and use of Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil (“303 THF Products”). The Proposed Retailer Settlement settles claims against Retailer Defendants Tractor Supply Company (including Del’s Feed & Farm Supply locations), Orscheln Farm and Home LLC, Rural King, and Atwood together with each of their affiliates, divisions, subsidiaries, and assigns (“Retailer Defendants”) that were asserted in a Multi-District Litigation (“MDL”) lawsuit. Plaintiffs believe that the primary claims in the MDL are against Smitty’s Supply, Inc. and CAM2 International, LLC (“Manufacturer Defendants”), and those claims are proceeding in the MDL and have not been settled.**

**Please read all of the following instructions carefully before filling out your  
Repairs/Parts/Specific Equipment Damage Claim Form**

1. Please review the Long Form Retailer Settlement Class Notice (the “Notice”) and any Mailed Class Notice that you received. The Long Form Class Notice is available on the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or by calling the Settlement Administrator at 866-742-4955.
2. Under the terms of the Retailer Class Settlement in this MDL class action lawsuit, you may be entitled to a monetary award upon completion of the MDL case. No settlement has been reached in the MDL with regard to the putative class claims against the Manufacturer Defendants. Those claims are ongoing, and you can learn more about those claims in the Long Form Notice available at the settlement website. You can also learn more about the status of those claims by visiting the Court’s website at <https://www.mow.uscourts.gov/mdl-cases>.
3. In the MDL lawsuit, Plaintiffs allege (1) that the Manufacturer Defendants’ 303 THF Products did not meet the equipment manufacturers’ specifications or provide the performance benefits listed on the product labels, (2) that the 303 THF Products were made with inappropriate ingredients including used transformer oil, used turbine oil, and line flush, and (3) that use of the THF Products in equipment causes damage to various parts of the equipment. Because of the used oil and line flush contained in the 303 THF Products, Plaintiffs allege that the Manufacturer Defendants’ 303 THF Products should not be used as tractor hydraulic fluid and that the fluid should be flushed from equipment systems if one can afford the cost of doing so. The Manufacturer Defendants have denied the allegations and claims of wrongdoing.
4. Under the Retailer Settlement Agreement, your general equipment damage portion of your claim will be valued based on your 303 THF Product purchases as follows: \$12 for each 5-gallon bucket purchased; \$4 for each 1-gallon jug purchased; \$6 for each 2-gallon jug purchased; and \$90

for each 55-gallon drum purchased. Unless you received a Mailed Class Notice with a personal password to access your purchase history, you must submit a valid Class Membership Form in order to be eligible for the general equipment damage component of the claim value and in order to be eligible to submit this Repair/Parts/Specific Equipment Damage Claim Form.

5. Plaintiffs allege that use of the Manufacturer Defendants' 303 THF Products listed above can cause damage to tractors and other equipment in which it is used. The Manufacturer Defendants and Retailer Defendants deny these allegations and deny that the 303 THF Products cause damage to tractors or other equipment.

6. Plaintiffs contend that the repairs, parts, and specific equipment damage may include, without limitation, repairs, parts and equipment purchases required to remedy damage to seals, pumps, filters, gears, clutch and brake systems, power take-off (PTO) systems and losses incurred as a result of equipment being damaged beyond reasonable repair as a result of damage and increased or excessive wear resulting from use of the 303 THF Products. Such increased wear and damage may include, without limitation, scratching, corrosive wear, rippling, ridging, pitting, spalling and scoring of the gears and metal components, seal damage, spiral gear damage, metal abrasion, corrosion, surface wear, clutch wear and breakage, wet brake damage, pump failure, leakage, and damage from deposits, sludging and thickening. Again, the Manufacturer Defendants and Retailer Defendants deny these allegations and deny that the 303 THF Products cause damage to tractors or other equipment.

7. Under the Retailer Class Settlement Agreement, in addition to a monetary award based upon your 303 THF Product purchases, you also may be entitled to an additional Claim Value component based on the cost of any repairs, parts, and/or specific equipment damage that you contend resulted, in whole or in part, from your use of the Manufacturer Defendants' 303 THF Products during the Class Period. If you wish to present such a claim, you must timely complete and submit this Repairs/Parts/Specific Equipment Damage Claim Form. Be sure to attach all supporting documents as well as any further information you have supporting your claim for additional funds due to alleged equipment losses, repairs and/or parts purchases. This Repairs/Parts/Specific Equipment Damage Claim Form can also be completed and submitted online at the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

8. Please provide the information requested below. Please also provide the cost of the repairs and/or parts as well as the approximate date(s) said repair(s) was/were done and/or parts purchased. If the equipment has not been repaired, you may submit information regarding the damage to the equipment and the estimated cost of such repair, if known.

9. If you claim to have had equipment damaged beyond reasonable repair, you can indicate that in response to question 5e and also then respond to questions 5f through 5h. Please provide a description of the damage and the reasons you claim the equipment could not be repaired or was not reasonable, justified or feasible to repair. If you have documentation supporting the claimed repairs, parts, or specific equipment damage, please provide those with your Repairs/Parts/Specific Equipment Damage Claim Form.

10. To submit this Repairs/Parts/Specific Equipment Damage Claim Form, please do one of the following: (i) complete an electronic Claim Form and submit it via the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com); or (ii) complete a paper Claim Form and send it via fax to 215-827-5551, via U.S. mail, postage prepaid to Retailer 303 Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) or fax to 215-827-5551.



**REPAIRS/PARTS/SPECIFIC EQUIPMENT DAMAGE**

5. Please provide the following information separately for each piece of equipment that you claim required a repair or parts purchase or suffered equipment loss caused, in whole or in part, by your use of one of the Manufacturer Defendants' 303 THF Products since December 1, 2013:

a. Identify the piece of equipment that you claim required a repair or parts or was damaged beyond reasonable repair due in whole or in part to the use of a 303 THF Product during the Class Period:

Equipment: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_

b. Describe the claimed repair(s), parts, or specific equipment damage that resulted from the use of a 303 THF Product:

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c. When did the claimed repairs, parts purchase, or specific equipment damage occur?

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d. What was the cost of the claimed repairs or parts purchase and/or value of the specific equipment damage that occurred?

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e. Do you claim this piece of equipment was damaged beyond repair?

Yes: \_\_\_\_

No: \_\_\_\_

*If your answer to question 5.e. is yes, please also respond to the following questions f. through h, below.*

f. When was the equipment damaged beyond reasonable repair?

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g. Describe in detail why repairing the equipment was not reasonable, justifiable, or feasible:

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h. What was the value of the equipment that was damaged beyond repair?

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If you have any questions about this form or the Retailer Class Settlement, please contact the Settlement Administrator at:

*In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*  
c/o S RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
(866) 742-4955 (toll free)  
(215) 827-5551 (fax)  
303tractorhydraulicfluidsettlement@rg2claims.com

You may also contact Class Counsel at:

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Horn Aylward & Bandy, LLC  
2600 Grand Boulevard, Ste. 1100  
Kansas City, MO 64108  
(816) 421-0700 (phone)  
(816) 421-0899 (fax)  
tbender@hab-law.com

**Please do not contact Defendants, the Court, or the Court Clerk's Office about the Settlement.**