

## LONG FORM CLASS NOTICE

**If you purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil from Tractor Supply Company (including Del's Feed & Farm Supply), Orscheln Farm and Home LLC, Rural King, and/or Atwood Stores between December 1, 2013, and the present, a Class Action Lawsuit and Settlement with the Four Retailer Defendants Could Affect Your Rights**

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) REGULARLY FOR UPDATES AND FURTHER DETAILS**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

[Your legal rights may be affected whether you act or do not act. Read this notice carefully.](#)

A class-action settlement was reached with the Retailer Defendants in Multi-District Litigation (“MDL”) regarding Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil (“303 THF Products”) made by Smitty’s Supply Inc. and CAM2 International, LLC (“Manufacturer Defendants”). The MDL is captioned: *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.)

In the MDL, 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 303 THF Products in equipment causes damage to various parts of the equipment. Because of the used oil and line flush contained in the Manufacturer Defendants’ 303 THF Products, Plaintiffs allege that these 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 and Retailer Defendants have denied the allegations and claims of wrongdoing.

A partial settlement of the case has been reached with only the Retailer Defendants. However, 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 the status of those claims by visiting the Court’s website at <https://www.mow.uscourts.gov/mdl-cases>.

This notice summarizes the Retailer Class- Settlement (sometimes referred to herein as the “Proposed Retailer Settlement”). For more detailed information please: (i) visit the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) where you can read common questions and answers and access settlement documents, including a Long Form Notice, the Retailer Settlement Agreement and Release, Class Membership Form, Repairs/Parts/Specific Equipment Damage Claim Form, and Request for Correction Form; (ii) call the settlement hotline at 866-742-4955; (iii) contact Class Counsel, as explained in more detail below or (iv) access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://www.mow.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Missouri, 400 E. 9<sup>th</sup> Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk’s Office to inquire about this Proposed Retailer Settlement or the claim process.

If you are eligible, the Proposed Retailer Settlement may provide you with a cash award at the conclusion of the MDL and based on a Plan of Allocation to be approved by the Court. If you wish to be eligible to participate in the

Retailer Class Settlement, you will need to submit a Class Membership Form UNLESS you received a Mailed Class Notice indicating information was available regarding your purchases, as well as a personal password to review your purchase history on the settlement website.

If you are eligible based upon submission of a Class Membership Form or receipt of a Mailed Class Notice, you may also submit a Repairs/Parts/Specific Equipment Damage Claim Form for any damage you believe occurred to your equipment due in whole or in part to the Manufacturer Defendants' 303 THF Products.

You are a Class Member if you purchased Super S Supertrac 303 Tractor Hydraulic Fluid (other than in Missouri), Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil ("303 THF Products") from Tractor Supply Company (including Del's Feed & Farm Supply locations), Rural King, Orscheln Farm and Home LLC, and/or Atwood stores in the United States between December 1, 2013 and the present. See question 8 on page 9, below, for further information.

You are not part of the Class if you: (1) never purchased the 303 THF Products in the Class Period; (2) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; or (3) are a Judge of the Court in which the Action is pending (or could be appealed to), or part of their immediate family and staff. See question 9 on page 10, below.

**YOUR RIGHTS AND CHOICES IF YOU ARE A MEMBER OF THE CLASS:**

<b><i>ACTION</i></b>		<b><i>DUE DATE</i></b>
<b>Do Nothing</b>	If you received a Mailed Notice that sets forth that you purchased Defendants' 303 THF Products from at least one of the Retailer Defendants during the Class Period and you do nothing, you will be bound by the Proposed Retailer Settlement (if approved), you will have released your claims, and you will receive a monetary award at the conclusion of the MDL based on the purchases shown in the Retailer Defendants' Records.	
<b>Submit a Class Membership Form</b>	If you did not receive a notice setting forth that you purchased Defendants' 303 THF Products from at least one of the Retailer Defendants during the Class Period, you must timely submit a valid Class Membership Form to the Settlement Administrator in order to be included in the Retailer Settlement Class and to recover a monetary award under the Proposed Retailer Settlement. To submit or obtain a Class Membership Form, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or call 866-742-4955.	<b><u>By December 29, 2021</u></b>
<b>Submit a Request for Correction Form</b>	If this notice does not accurately set forth your purchases of the Manufacturer Defendants' 303 Tractor Hydraulic Fluid from the Retailer Defendants during the Class Period, you can timely submit a Request for Correction Form to the Settlement Administrator. To submit a Request for Correction Form, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or call 866-742-4955	<b><u>By December 29, 2021</u></b>
<b>Submit a Repairs/Parts/Specific Equipment Damage Claim Form</b>	If you are a Retailer Settlement Class Member and either received a Mailed Notice or submit a Class Membership Form, you may complete and submit a Repairs/Parts/Specific Equipment Damage Claim Form regarding repairs and damage you claim to your equipment caused, in whole or in part, by the Manufacturer Defendants' 303 THF Products. To submit, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or call 866-742-4955.	<b><u>By December 29, 2021</u></b>
<b>Exclude Yourself</b>	You may request to be excluded from the Retailer Settlement Class by timely submitting a request in writing to the Settlement Administrator. If you do this, you will not receive any of the benefits provided by the Proposed Retailer Settlement and you may not object to the Proposed Retailer Settlement. You will, however, keep your right to sue Retailer Defendants regarding the claims asserted in the class action.	<b><u>By December 29, 2021</u></b>
<b>Object</b>	You may object to the Proposed Retailer Settlement by submitting a valid and timely objection to the Court and counsel for the parties. If you object, you must still timely submit a valid Class Membership Form by the date specified above in order to receive an award (unless you received a Mailed Class Notice setting forth that records indicated you had purchased the 303 THF Products from at least one of the four Retailer Defendants). You may object to the Settlement only if you <b>do not</b> exclude yourself by the date listed immediately above.	<b><u>By December 29, 2021</u></b>

- These rights and choices – **and the deadlines to exercise them** – are further explained in this Notice.
- These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) regularly for updates and further details.
- The Court still has to decide whether to approve the Proposed Settlement. Benefits will be provided only if the Court approves the Proposed Retailer Settlement and after any appeals are resolved. Benefits will be provided only after the conclusion of the ongoing MDL claims against the Manufacturer Defendants Smitty's Supply, Inc. and CAM2 International, LLC.

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## BASIC INFORMATION

### 1. Why did I get this Notice?

A Court ordered that this Notice be given because you have the right to know about a Proposed Settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Proposed Settlement.

This Notice explains:

- What the lawsuit is about.
- Who is included in the Proposed Retailer Settlement.
- How the Proposed Retailer Settlement may benefit you.
- What your legal rights are.
- How to get benefits of the Proposed Retailer Settlement.

### 2. What is the lawsuit about?

This case is pending in the United States District Court for the Western District of Missouri. The full name of the action is as follows:

*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.)

This lawsuit involves four products made by Smitty's Supply, Inc. and CAM2 International, LLC ("Manufacturer Defendants"): **Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil ("303 THF Products")**.

Plaintiffs' claims against the Manufacturer Defendants have not been settled and are ongoing.

The Plaintiffs in this lawsuit 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 Manufacturer Defendants' 303 THF Products were made with inappropriate ingredients including used transformer oil, used turbine oil, and line flush, and (3) that use of the Manufacturer Defendants' 303 THF Products in equipment causes damage to various parts of the equipment.

The Plaintiffs claim the Manufacturer Defendants were negligent, engaged in negligent and intentional misrepresentations, and were unjustly enriched, breached warranties, and violated state consumer laws. Plaintiffs contend that the Manufacturer Defendants knowingly misrepresented the nature and benefits of the 303 THF Products, concealing that the products did not meet any OEM specifications, failed to provide the performance benefits stated on the label, were made with used oils and line flush, and were not adequate for use as tractor hydraulic fluid. Plaintiffs allege that use of the Manufacturer Defendants' 303 THF Products can cause damage to tractors and other equipment in which it is used. Plaintiffs' further claim that because of alleged failures to meet OEM specs, inadequate viscosity, and the used oil and line flush contained in the Manufacturer Defendants' 303 THF Products, those 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 vigorously deny all of Plaintiffs' allegations of wrongdoing and damage.

Plaintiffs contend that the repairs, parts, and specific equipment damage allegedly resulting from the use of Manufacturer Defendants' 303 THF Products 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 alleged 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. The Retailer Defendants and Manufacturer Defendants deny these allegations and any claims of wrongdoing or damage.

The Plaintiffs allege that the Retailer Defendants' conduct violated state consumer laws and constituted breaches of warranty, negligent and/or fraudulent misrepresentations, negligence, and unjust enrichment. The Plaintiffs claim that the Manufacturer Defendants did not provide accurate or truthful information to the Retailer Defendants about the 303 THF Products, and therefore, are the primarily responsible parties. The Retailer Defendants vigorously deny all these claims of wrongdoing and damage.

The Court has not issued a final ruling on the strengths or weaknesses of the Plaintiffs' case or Retailer Defendants' contentions in this lawsuit. Nevertheless, the Parties have agreed to the Proposed Retailer Settlement to avoid the risk and expense of further litigation. Plaintiffs believe that the claims against the Retailer Defendants have merit, but that the Proposed Retailer Settlement is fair, reasonable, and in the best interests of the members of the Retailer Settlement Class given the risk and expense of further litigation and given that the claims have not been settled with the Manufacturer Defendants, who Plaintiffs allege are the primarily responsible parties. Plaintiffs' claims against the Manufacturing Defendants are not affected by this Proposed Retailer Settlement. Plaintiffs will continue to prosecute their claim against the Manufacturer Defendants.

The Court has not issued any final ruling regarding class certification or the merits of Plaintiffs' claims against the Manufacturer Defendants or the Retailer Defendants.

### **3. Why is this a Class Action? Who are the Class Representatives?**

In a class action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are a "Class" or "Class Members." One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class. In a class action, the Court has a responsibility to assure that prosecution and resolution of the class claims by the Class Representatives and class counsel is fair. In the pending MDL lawsuit, the Class Representatives are asking the Court to decide the issues for all persons and entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil between December 1, 2013, and the present. The Class sought excludes Missouri purchases of Super S Super Trac 303, for which a previous class action settlement has been finally approved.

There are 179 Class Representatives in Plaintiffs' First Amended Consolidated Complaint ("1<sup>st</sup> ACC"), and they include Class Representatives who purchased in 31 different states. The names of the Class Representatives are contained in the 1<sup>st</sup> ACC which is available at the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

The claims that have been settled include only those against the four Retailer Defendants and only those related to purchases from stores operated by those four Retailer Defendants: Tractor Supply Company (including Del's Feed & Farm Supply locations), Orscheln Farm and Home LLC, Rural King, and Atwood. The complete list of Class Representatives for the Retailer Class Settlement are attached as Appendix A to the Settlement Agreement, available at the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

### **4. Who are the Defendants; Why is there a Proposed Retailer Settlement; Why is there Ongoing Litigation?**

The Settling Defendants are four Retailers: Tractor Supply Company, Orscheln Farm and Home LLC, Rural King, and Atwood, together with each of their affiliates, divisions, subsidiaries, and assigns (collectively referred to as "Retailer Defendants").

The Non-Settling Defendants are the companies who manufactured the 303 THF Products: Smitty's Supply, Inc. ("Smitty's") and CAM2 International, LLC ("CAM2")(collectively referred to as "Manufacturer Defendants").

The Court did not rule in favor of any party. Instead, the Class Representatives and Retailer Defendants agreed to a Proposed Retailer Settlement. The Class Representatives and their attorneys think the Retailer Class Settlement is best for all Retailer Settlement Class Members. The Proposed Retailer Settlement does not mean that any law was broken by the Retailer Defendants or that those Retailer Defendants did anything wrong. In fact, Plaintiffs contend that the Manufacturer Defendants, as opposed to the Retailer Defendants, are the primarily responsible parties for the allegedly inadequate and damage-causing fluid sold as the 303 THF Products and are proceeding forward against those Manufacturer Defendants. The Retailer Defendants and Manufacturer Defendants deny any wrongdoing or liability.

There is ongoing litigation against the Non-Settling Manufacturer Defendants which seeks to certify and adjudicate claims for a Litigation Class. Lead Counsel intends to seek class certification of the claims of that Litigation Class and then prove the Class Representatives and the Litigation Class claims in Court. The Litigation Class is seeking to recover money for the putative Class Members. Monies from this Retailer Settlement will be held for distribution at such a point in time after monies, if any, have been received in settlement or judgment for the Litigation Class claims against the Manufacturer Defendants. If the Litigation Class claims are resolved in favor of the Non-Settling Manufacturer Defendants, there will be no additional monies available to add to that received in this Retailer Settlement Agreement. There is no guarantee as to what will happen.

#### **5. Why is there a Settlement with only the Four Retailer Defendants?**

The Plaintiffs have entered a Settlement with the four Retailer Defendants, Tractor Supply Company, Orscheln Farm and Home LLC, Rural King, and Atwood. Those Retailer Defendants did not manufacture the 303 THF Products, and they also did not label the 303 THF Products.

Plaintiffs believe this Retailer Settlement is appropriate given the limited role these and other retailers played in the alleged wrongful conduct. This Retailer Settlement allows for continued pursuit of claims and full and complete recovery against the Manufacturer Defendants Smitty's and Cam2, who Plaintiffs allege inappropriately made and falsely and deceptively labeled their 303 THF Products.

This Retailer Settlement allows for prompt notice to Class Members regarding the class allegations and allegations regarding the inappropriateness of the content of the Manufacturer Defendants' 303 THF Products and claimed harm those products can do to equipment.

Finally, this Retailer Settlement provides a fund that will enhance any ultimate awards to be paid by the Manufacturer Defendants based on any future settlement or contested judgment against those Manufacturer Defendants. There is no guarantee of the outcome of the pending claims being pursued against the Manufacturer Defendants, as no settlement has been reached with those Manufacturer Defendants at this time and the Court has not issued any Opinion or Order regarding Class Certification or the merits of the claims being pursued against the Manufacturer Defendants.

#### **6. Why is there not a Settlement with the Manufacturer Defendants? What is the status of those claims?**

Plaintiffs were not able to reach a settlement with the Manufacturer Defendants. As such, the claims against those Manufacturer Defendants continue. Additional and updated information regarding the nature and status of the claims against the Manufacturer Defendants can be found at the Court Website at <https://www.mow.uscourts.gov/mdl-cases>.

Plaintiffs believe the Manufacturer Defendants are more than 90% responsible for the actual damages incurred by Plaintiffs and Class Members as a result of the purchase of and damage caused by the Manufacturer Defendants' faulty 303 THF Products. Plaintiffs also believe the Manufacturer Defendants are 100% responsible for punitive damages and that such punishment damages are appropriate based on the nature of those Manufacturer Defendants' conduct.

Plaintiffs believe that the evidence regarding the Manufacturer Defendants' conduct and the damage caused by their 303 THF Products supports class certification and a Judgment against those Manufacturer Defendants that would

adequately reimburse Class Members for the damage these Manufacturer Defendants have caused. The Manufacturer Defendants deny any alleged wrongdoing, liability or claimed damages. A settlement, therefore, could not be reached with these Manufacturer Defendants, and so the MDL continues against them.

**7. What do Plaintiffs Claim Regarding the Damage to Equipment from Use of the Manufacturer Defendants' 303 THF Products?**

Plaintiffs' First Amended Consolidated Complaint sets forth the following allegations in paragraphs 169 and 170:

- As Defendants knew, or should have known, the 303 THF Products manufactured by Defendants and sold in the yellow buckets were made using flush oil, line wash, used transformer oil, used turbine oil, and/or other waste oil products containing motor oil components and other additives and contaminants that are never appropriate for use in a tractor hydraulic fluid.
- As Defendants knew, or should have known, the 303 THF Products manufactured by Defendants and sold in the yellow buckets did not meet or have an equivalency to all current specifications (and failed to meet certain obsolete specifications) for any manufacturers of farm, logging and construction equipment.
- Alternatively, Defendants knew, or should have known, they had no basis on which to sell the 303 THF Products as a tractor hydraulic fluid that met or had an equivalency to the specifications of all manufacturers listed on the label because, on information and belief, either 1) Defendants' test data showed the viscosity, pour point and additive levels of the 303 THF Products varied, were inconsistent, and did not meet some or all of the specifications of the manufacturers listed on the labels; or 2) Defendants did not have any test data to confirm the 303 THF Products always had the viscosity, pour point or additive levels that met all manufacturers' specifications or that were needed for a fluid suitable for use in purchasers' equipment.

Retailer Defendants and Manufacturer Defendants deny these allegations, including any wrongdoing or liability.

Plaintiffs' First Amended Consolidated Complaint, at paragraph 14, further sets forth the following allegations regarding the conduct of the Manufacturer Defendants and the potential damage to equipment from using the Manufacturer Defendants' 303 THF Products:

- In addition to deceptively promoting a designation that was obsolete, Defendants used poor quality base oils, waste oil, line flush, and used oils and diluted additive packages, if any, in their 303 THF Products in order to keep production costs down and increase profits. As a result of the inferior ingredients and this "down-treating" of any additive packages, Defendants' 303 THF Products not only lacked the required lubricant and protective benefits offered to purchasers, the fluids actually exposed purchasers' equipment to increased wear and risk of damage to the spiral gear, excessive wear in the planetaries, improper and poor shifting, seal leakage, and improper operation of the wet brakes. Despite use of these inferior ingredients and inadequate protective additives, the 303 THF Products were labeled and marketed to unsuspecting purchasers as meeting or having an equivalency to manufacturer specifications and providing certain benefits and anti-wear properties.

Retailer Defendants and Manufacturer Defendants deny these allegations, including any wrongdoing or liability.

**WHO IS IN THE PROPOSED RETAILER SETTLEMENT CLASS**

**8. How do I know if I am part of the Proposed Retailer Settlement Class? What do I need to do to participate?**

As part of the settlement, the parties have agreed to the certification of a Retailer Settlement Class for purposes of this settlement only. The Retailer Settlement Class includes all persons and entities who purchased Super S Supertrac 303

Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil from Tractor Supply Company (including Del's Feed & Farm Supply locations), Orscheln Farm and Home LLC, Rural King, or Atwood stores between December 1, 2013, and the present. (Note that excluded from the Class are persons and entities who solely purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri).

If this describes you, **you are automatically a member of the Retailer Settlement Class unless you exclude yourself by following the steps for exclusion described below.** Persons who are members of the Retailer Settlement Class and do not exclude themselves will be bound by the Retailer Settlement, if approved by the Court, whether or not they submit a Class Membership Form and/or Repairs/Parts/Specific Equipment Damage Claim Form, and will be prevented from bringing other claims covered by the Retailer Settlement. Those who exclude themselves from the Retailer Settlement Class will not be bound by the Retailer Settlement and will not receive any payments from the settlement. **In order to receive a monetary award, you will need to submit a valid Class Membership Form** UNLESS you were sent a Mailed Class Notice noting that your purchase of at least one 303 THF Products is reflected in at least one of the four Settling Retailer Defendants' records. If you were sent a Mailed Class Notice indicating that at least one of the four Retailer Defendants had purchase information showing your Class Membership, you can do nothing and you will automatically be eligible to receive a monetary award from the Retailer Settlement Fund based on the purchases recorded in the Retailer Defendants' electronic data. If your purchases during the Class Period are not accurately or completely set forth in the data referenced in this Mailed Class Notice and accessible by your personal password, you may also complete and submit a Request for Correction Form. The Request for Correction Form can also be completed and submitted online at the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

If you are a Retailer Settlement Class Member, the Proposed Settlement may provide you with a cash award. It is not known at this time what any specific monetary award will be, but one component of the Plan of Allocation is based on the number of purchases during the Class Period. In addition to this monetary relief based on the number of purchases during the Class Period, if you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to your use of the 303 THF Products, you may be entitled to an additional award. Therefore, if you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to the use of the Manufacturer Defendants' 303 THF Products, you should submit a separate Repairs/Parts/Specific Equipment Damage Claim Form. That Claim Form is available at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or by calling the Settlement Administrator at 866-742-4955.

Under the Settlement Agreement, your general equipment damage portion of your claim will be valued as follows, and shall be based on your 303 THF Product purchases: \$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.

It is intended that any award from the Retailer Settlement will be distributed after any settlement or judgment on the Litigation Class claims that remain ongoing against the Manufacturer Defendants.

## **9. Are there exceptions to being included?**

Persons and/or entities who solely purchased Super S Super Trac 303 from any retailer in Missouri are excluded from this Retailer Settlement Agreement and the Retailer Settlement Class, based on a prior settlement which already included those purchases.

Persons and/or entities who solely purchased for resale are also excluded from this Retailer Settlement Agreement and Retailer Settlement Class.

Also excluded from this Retailer Settlement are all persons who are employees, directors, officers and agents of Defendants or their subsidiaries and affiliated companies, as well as the judges, clerks, and staff members of the United States District Court for the Western District of Missouri, the Eighth Circuit Court of Appeal, the United States Supreme Court, and their immediate family members.

## THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

### 10. What does the Proposed Retailer Settlement provide?

**The Proposed Retailer Settlement will provide significant benefits to Retailer Settlement Class Members.** It was negotiated between the Plaintiffs and the Retailer Defendants, through their attorneys, and has been preliminarily approved by the Court. Pursuant to the Settlement, Retailer Defendants agree to pay a total of \$7,200,000.00 for Retailer Settlement Class Member relief, costs of settlement administration and notice, incentive awards to Class Representative, and attorneys' fees/expenses of Class Counsel.

The Retailer Settlement Agreement allows for this and other direct and published notice to go out to you and other Retailer Settlement Class Members advising you of Plaintiffs' allegations and the terms of the Retailer Settlement Agreement. **Plaintiffs claim that because of alleged failures to meet OEM specs, inadequate viscosity, and the used oil and line flush contained in the Manufacturer Defendants' 303 THF Products, those 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.** (See page 12). The Retailer Defendants and Manufacturer Defendants claim that the viscosity of 303 THF Products is adequate, deny that Defendants' 303 THF Products do not meet OEM specs, and further deny the 303 THF Products cause damage to equipment. The Court has not made any determination on that issue.

The proposed terms of the Retailer Settlement Agreement also provide that Retailer Defendants will not sell tractor hydraulic fluid that purports to be "303" fluid and that each Retailer will take steps in the future to monitor the quality of the tractor hydraulic fluid sold in its retail stores. Examples of those steps would be that there be a regular review of customer complaints to identify problems with tractor hydraulic fluid products; and that the buyers regularly consult with tractor hydraulic fluid vendors/manufacturers to ensure those vendors/manufacturers are providing the retailers with products that meet all applicable specifications and labeling/packaging requirements.

**Unless you were sent a Mailed Class Notice containing your purchase information from at least one of the four Retailer Defendants confirming your Class Membership and purchases of the Manufacturer Defendants' 303 THF Products, you must timely submit a Class Membership Form in order to receive any monetary award as part of the Proposed Retailer Settlement.**

The Net Retailer Class Settlement Fund is the amount remaining of the total \$7,200,000.00 after the payment of the costs of settlement administration and notice, incentive awards to Class Representatives as Ordered by the Court, and Class Counsel's fees and expenses, as Ordered by the Court. The Net Retailer Class Settlement Fund shall be distributed to Qualified Settlement Class Members according to the following Plan of Allocation:

- (a) **Total Claim Value:** Each Qualified Retailer Settlement Class Member will receive a Total Claim Value based on the combination of (1) the General Equipment Damage Claim Value based on that Class Member's amount of purchases of Defendants' 303 THF Products from the Retailer Defendants; and, (2) the Repairs/Parts/Specific Equipment Damage Claim Value based on the Settlement Administrator's determination on that Class Member's submission of a Repairs/Parts/Specific Equipment Damage Claim Form, if any.
- (b) **General Equipment Damage Claim Value:** Each Qualified Retailer Settlement Class Member will receive a General Equipment Damage Claim Value determined based on a percentage of the price of his/her/its purchases of Defendants' 303 THF Products from the Retailer Defendants during the Class Period. This includes compensation for the property damage which Plaintiffs allege was generally sustained in each piece of equipment which used Defendants' 303 THF Products. The General Equipment Damage Claim Value allowed for the respective unit sizes of Defendants' 303 THF Products shall be 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. These amounts are estimated to be equal to 50% of that unit's average sale price during the Class Period.

- (c) **Repairs/Parts/Specific Damage Claim Value:** Each Qualified Retailer Settlement Class Member who timely submits a Repairs/Parts/Specific Equipment Damage Claim Form will receive a Repairs/Parts/Specific Equipment Damage Claim Value based on the Settlement Administrator's assessment of the Class Member's equipment repairs, parts purchases, and/or specific damage to equipment that may have resulted , in whole or in part, from the use of the Manufacturer Defendants' 303 THF Products during the Class Period. Such repairs, parts purchases, and/or equipment damage may relate to, without limitation, damage to seals, pumps, filters, gears, and clutch and brake systems, power take-off (PTO) systems and/or losses incurred as a result of equipment being damaged beyond reasonable repair which occurred as a result of damage and increased or excessive wear resulting from use of the Manufacturing Defendants' 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. Claims for such repairs/parts/specific damage shall require submission of the Repairs/Parts/Specific Equipment Damage Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts.

Each Qualified Retailer Settlement Class Member will receive a pro rata share of the portion remaining in the Retailer Settlement Class Fund after deduction of notice, fees and expenses, as referenced above, based on his/her/its Total Claim Value. Note that it is expected that the Total Claim Value of all Qualified Retailer Settlement Class Members will exceed the portion remaining in the Retailer Settlement Class Fund, as this is a partial settlement with pursuit of damages ongoing against the Manufacturer Defendants.

In order to minimize the administrative expenses, distribution of the Retailer Settlement awards will be combined at a later date with any funds obtained from Manufacturer Defendants through settlement or judgment in the ongoing MDL.

#### **11. How do I submit a Retailer Class Membership Form?**

**Unless you were sent a Mailed Class Notice containing your purchase information from at least one of the four Retailer Defendants confirming your Class Membership and purchases of the Manufacturer Defendants' 303 THF Products, you must timely submit a Retailer Class Membership Form in order to receive any monetary award as part of the Proposed Retailer Settlement.**

To submit a Retailer Class Membership Form, you **must** complete an electronic or hard copy Retailer Class Membership Form and submit it at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) by **December 29, 2021**, or, for hard copy, paper format, by mailing the Class Membership Form and any supporting papers to: Retailer Settlement, *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by **December 29, 2021**. You may also submit the form via email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) or via fax to 215-827-5551.

#### **12. How do I submit a Repair/Parts/Specific Equipment Damage Claim Form?**

To submit a Repair/Parts/Specific Equipment Damage Claim Form, you **must** complete an electronic or hard copy Repair/Parts/Specific Equipment Damage Claim Form and submit it at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) by **December 29, 2021**, or, for hard copy, paper format, by mailing the Repair/Parts/Specific Equipment Damage Claim Form and any supporting papers to: Retailer Settlement, *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by **December 29, 2021**. You may also submit the form via email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) or via fax to 215-827-5551.

### **13. What is the Process for Reviewing and Determining Repair/Parts/Specific Equipment Damage Claims?**

To be eligible to recover Repairs/Parts/Specific Equipment Damage Relief, you must provide the information requested on Repairs/Parts/Specific Equipment Damage Claim Form, which includes narrative information along with any documents describing the claimed equipment malfunction, repairs and/or parts purchases or other losses sustained to fully describe what occurred and what repair/parts or other actions were required. You should also submit the cost of the repairs and/or parts as well as the date said repairs were done and/or parts purchased, along with any documentation. If the equipment has not been repaired, you should submit a narrative regarding the damage to the equipment and the estimated cost of such repair, along with any documentation. If the equipment was damaged beyond reasonable repair, you should indicate that and also then respond to additional Questions 5.e. through 5.h., and you should submit a description of the damage and the reason the repairs were not reasonable, justified or feasible.

If you have documentation supporting your claim and/or the amounts sought for the repairs, parts, or specific equipment damage, you should submit it with your Repairs/Parts/Specific Equipment Damage Claim Form. Such documentation includes, but is not limited to, receipts, invoices, credit card statements, bank statements, cancelled checks, equipment and/or damages parts photographs, and/or sworn statements from you or other witnesses to the claimed damage or repair.

The Repairs/Parts/Specific Equipment Damage Claim Review Process is available on the Settlement Website.

To submit a Repairs/Parts/Specific Equipment Damage Claim Form, you must complete an electronic or hard copy Repairs/Parts/Specific Equipment Damage Claim Form and submit it at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) by **December 29, 2021**, or, for hard copy, paper format, by mailing the Repairs/Parts/Specific Equipment Damage Claim Form and any supporting documentation to: Retailer Settlement, In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by **December 29, 2021**. You may also submit the form via email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) or via fax to 215-827-5551.

### **14. What is a Request for Correction Form and How do I submit that form, if needed?**

If you were sent a Mailed Class Notice containing your purchase information from at least one of the four Retailer Defendants confirming your Class Membership and purchases of the Manufacturer Defendants' 303 THF Products, you must timely submit a Request for Correction Form if you believe the information provided regarding purchases is not accurate.

To submit a Request for Correction Form, you **must** complete an electronic or hard copy Request for Correction Form and submit it at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) by **December 29, 2021**, or, for hard copy, paper format, by mailing the Request for Correction Form and any supporting papers to: Retailer Settlement, *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by **December 29, 2021**. You may also submit the form via email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) or via fax to 215-827-5551.

### **15. When will I get my Proposed Retailer Settlement benefits?**

Settlement benefits will be available only (a) if the Proposed Retailer Settlement is approved by the Court and after it becomes final; and (b) after conclusion of the Litigation Class claims that are ongoing against the Manufacturer Defendants or upon other Court Order. The Court will hold a hearing on **January 6, 2022**, to decide whether to approve the Proposed Retailer Settlement. If the Court approves the Proposed Retailer Settlement, there may be appeals, and the Proposed Retailer Settlement cannot become final until all appeals are resolved. It is always uncertain how long appeals will take – they can take many months or longer. You should check the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) for updates on the status of the Proposed Settlement and applicable deadlines. Please be patient.

Note also that the time for completion of the ongoing MDL claims against the Manufacturer Defendants is unknown and also subject to potential appeals.

**16. What Percentage of my Total Claim Value will be Paid by this Retailer Class Settlement?**

It is not known at this time what percentage of your Total Claim Value will be paid by this Retailer Class Settlement. As indicated, the Retailer Class Settlement is a partial settlement with the four Retailer Defendants who Plaintiffs and Class Counsel believe to be minimally responsible for the conduct alleged in this case which Plaintiffs allege was primarily engaged in by the Manufacturer Defendants.

**17. What are the Non-Monetary Benefits of the Retailer Class Settlement?**

In addition to the monetary aspect of this Retailer Settlement Agreement, the four Retailer Defendants have also agreed to not to sell any tractor hydraulic fluid that is labeled, or otherwise held out to customers and the public, as "303" or as meeting specifications of only John Deere 303. The Retailer Defendants have also agreed to monitor the quality of the tractor hydraulic fluid sold in its retail stores, to reasonably review customer complaints to identify problems with tractor hydraulic fluid products, and to consult with tractor hydraulic fluid vendors/manufacturers to help ensure those vendors/manufacturers are providing the retailers with products that meet product specifications and labeling/packaging requirements.

**YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED RETAILER SETTLEMENT**

**18. What am I giving up to stay in the Retailer Settlement Class?**

If you do not exclude yourself from the Retailer Settlement Class, then you are automatically in the Class if you have purchased **Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil from Tractor Supply Company (including its Del's Feed and Farm Supply locations), Orscheln Farm and Home LLC, Rural King, or Atwood** between December 1, 2013, and the present, other than certain exclusions set forth in section 9 on page 10, above.

If you stay in the Retailer Settlement Class, you cannot sue or be part of any other lawsuit against Retailer Defendants or their affiliates, divisions, subsidiaries, and assigns, about the claims in this lawsuit, as set forth below. In addition, if you stay in the Retailer Settlement Class, all the Court's orders will apply to you.

By staying in the Retailer Settlement Class, you become a Retailer Settlement Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future claims you might have against only the Retailer Defendants and their affiliates, divisions, subsidiaries, and assigns that relate to Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil purchased from any of Tractor Supply Company (including its Del's Feed & Farm Supply locations), Orscheln Farm and Home LLC, Rural King, or Atwood locations between December 1, 2013 and the present. The entire release contained in the Proposed Settlement Agreement is set forth below:

**Release.** Plaintiffs, individually, on behalf of the Retailer Settlement Class Members, and on behalf of Plaintiffs' and Retailer Settlement Class Members' respective partners, agents, representatives, heirs, executors, personal representatives, successors, and assigns (the "Releasing Parties"), hereby fully release and forever discharge Retailer Defendants, together with each of their respective affiliates, divisions, subsidiaries, and assigns from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, that are asserted, or could have been asserted against them in this case, arising out of or relating to the Retailer Defendants' distribution, marketing, or sales of Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in the United States during the Class Period ("Released Claims"). This release shall broadly include all known and unknown claims

against Retailer Defendants arising out of or relating to the distribution, marketing, sales or purchases of Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil, including but not limited to any potential claims of breach of express or implied warranty, breach of contract, negligent misrepresentation, fraud or fraudulent misrepresentation, consumer fraud, negligence, unjust enrichment or any other common law, statutory or equitable claims. This release is intended to be a broad release, and the parties hereto intend to fully release Retailer Defendants from all potential claims arising out of or relating to the purchase of Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties pursuant to the terms of this Retailer Settlement Agreement. This Retailer Settlement applies to Plaintiffs' and the putative classes' claims against, and the liability of, Retailer Defendants only. Nothing in this Retailer Settlement is meant to or shall be interpreted to release, apply to, or settle, or compromise, in any way Plaintiffs' and/or the Retailer Settlement Class Members' claims against any other individuals, entities, parties or Defendants, including Individual Defendants, Manufacturer Defendants Smitty's Supply, Inc. and CAM2 International, LLC or the insurers for Manufacturer Defendants.

#### **19. Can I get out of the Proposed Retailer Settlement and the Class?**

You can get out of the Proposed Retailer Settlement and the Class. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class. If you exclude yourself, you cannot receive a monetary award from the Proposed Retailer Class Settlement and you cannot object to the Proposed Settlement. But you keep the right to file your own lawsuit against Retailer Defendants about the claims in this lawsuit.

Note that no action that you take at this time with regard to this Retailer Settlement Class shall apply to any future actions taken with regard to the Litigation Class and ongoing claims against the Manufacturer Defendants. If those claims are certified and/or resolved, you will be given notice and an opportunity to join in or exclude yourself from that Litigation Class.

#### **20. How do I exclude myself from the Proposed Retailer Settlement?**

To exclude yourself, you must send by fax, U.S. Mail, or e-mail a letter that contains all of the following:

- Your name, current address and telephone number;
- A statement that you want to be excluded from the Retailer Class Settlement in *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.), that you do not wish to be a Settlement Class Member, and that you want to be excluded from any judgment entered in the case against the Retailer Defendants; and,
- Your signature (or your lawyer's signature).

Your exclusion request must be signed and mailed, faxed or e-mailed, **postmarked, or the equivalent for fax or e-mail, by December 29, 2021**, to:

*In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing,  
Sales Practices, and Product Liability Litigation*  
c/o Settlement Administrator  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
Fax: 215-827-5551  
Email: 303tractorhydraulicfluidsettlement@rg2claims.com

**21. If I don't exclude myself, can I still sue Retailer Defendants for the same things later?**

No. Unless you exclude yourself, you give up the right to sue Retailer Defendants as described in response to Question 18. If you want to keep the right to sue Retailer Defendants in a new lawsuit, you have to exclude yourself from this Retailer Settlement Class and Proposed Retailer Class Settlement. Remember, any exclusion request must be signed, mailed, faxed, or e-mailed, and postmarked (or the equivalent for fax or e-mail) by **December 29, 2021**.

**22. If I exclude myself, can I get any benefits from this Proposed Retailer Settlement?**

No. If you exclude yourself, you cannot receive any Proposed Retailer Class Settlement benefits.

**YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED RETAILER SETTLEMENT**

**23. How do I tell the Court I don't like the Proposed Retailer Settlement?**

If you are a Retailer Settlement Class Member and do not exclude yourself, you can tell the Court you do not like the Proposed Retailer Settlement or some part of it. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Proposed Retailer Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may object to the Proposed Retailer Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, (b) be submitted to the Court either by mailing them to Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9<sup>th</sup> Street, Kansas City, Missouri, 64106, or by filing them in person at any location of the United States District Court for the Western District of Missouri, and (c) be filed or postmarked on or before **December 29, 2021**.

You must also state in writing all objections and the reasons for each objection, and state whether you intend to appear at the Final Fairness Hearing either with or without separate counsel. You will not be entitled to be heard at the Final Fairness Hearing unless written notice of your intention to appear at the Final Fairness Hearing and copies of any written objections and/or briefs are filed with the Court on or before **December 29, 2021**. If you fail to file and serve timely written objections in the manner specified above, you shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Retailer Class Settlement.

**24. What's the difference between objecting to the Proposed Retailer Settlement and excluding myself from the Proposed Retailer Settlement?**

Objecting is the way to tell the Court what you do not like about the Proposed Retailer Settlement. You can object only if you stay in the Class and do not exclude yourself.

Excluding yourself is the way to tell the Court you do not want to be a part of the Class and the Proposed Retailer Settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object because the Proposed Retailer Settlement no longer will affect you.

**YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT**

**25. Can I appear or speak in this lawsuit and Proposed Retailer Settlement?**

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Retailer Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

**26. How can I appear in this lawsuit?**

If you want to participate (or have your own lawyer instead of Class Counsel participate or speak for you) in this lawsuit, you must give the Court a paper that is titled a “Notice of Appearance.” The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court’s Fairness Hearing on the Proposed Retailer Settlement. If you submit an objection (see question 23 above) and would like to speak about the objection at the Court’s Fairness Hearing, both your Notice of Appearance and your objection should include that information too.

Your Notice of Appearance must be signed, mailed and ***postmarked by December 29, 2021***, to the Court at:

Office of the Clerk of Court  
United States District Court for the Western District of Missouri  
400 E. 9<sup>th</sup> Street  
Kansas City, MO 64106

**IF YOU DO NOTHING**

**27. What happens if I do nothing at all?**

If you do nothing:

- You will stay a member of the Retailer Settlement Class and all of the Court’s orders will apply to you (unless you previously requested to exclude yourself from the Retailer Settlement Class, in which case you will continue to be excluded if you do nothing);
- IF you were sent a Mailed Class Notice indicating that you are a Retailer Settlement Class Member based on the records of at least one of the Retailer Defendants, then you can do nothing, remain a Qualified Retailer Settlement Class Member, and be eligible to receive a monetary award based on a Plan of Allocation to be approved by the Court. Note that additional information may be required in order to obtain a cash award based on the future Plan of Allocation to be approved by the Court.
- IF you were not sent a Mailed Class Notice -- indicating that there was no record of your purchase of Manufacturer Defendants’ 303 THF Products in any of the four Retailer Defendants’ records -- then you will not be a Qualified Retailer Settlement Class Member and will not be eligible receive any monetary benefit from the Retailer Class Settlement if you do nothing. Because your purchase of 303 THF Products is not reflected in any of the four Retailer Defendants’ records, you must submit a Class Membership Form in order to be eligible for a monetary award. If you do not submit a Class Membership Form, you will also not be considered for any monetary benefits ultimately paid pursuant to the Plan of Allocation approved by the Court and described herein.
- You will not be able to sue or join a new lawsuit against Retailer Defendants about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

**THE LAWYERS REPRESENTING YOU**

**28. Do I have a lawyer in this case?**

Yes, the Court has appointed the following attorneys to represent the Class as Class Counsel for purposes of this settlement with the Retailer Defendants:

HORN, AYLWARD & BANDY, LLC

Tom Bender

[tbender@hab-law.com](mailto:tbender@hab-law.com)

Dirk Hubbard

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WHITE, GRAHAM, BUCKLEY & CARR, LLC

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T: (304) 345-8999  
[travis@protectingwv.com](mailto:travis@protectingwv.com)

MALTERS, SHEPHER & VON HOLTUM  
James E. Malters  
727 Oxford Street  
P.O. Box 517  
Worthington, MN 56187

T: (507) 376-4166  
Fax: (507) 376-6359  
[jmalter@msvlawoffice.com](mailto:jmalter@msvlawoffice.com)

You will not be charged for these lawyers. You are welcome to call these lawyers with any questions about the settlement.

You may also consult your own lawyer at your own expense.

**29. How much will lawyers for the Class Counsel be paid and how will they be paid?**

Class Counsel will ask the Court to approve payment of attorneys' fees of no more than \$2,300,000.00 (33% of the total Class Settlement Fund minus case expenses sought to be reimbursed) and case expenses of no more than \$300,000.00. Class Counsel also will ask the Court to award \$500 to each of the Class Representative Plaintiffs. These payments, in whatever amounts are Ordered by the Court, come out of the Retailer Class Settlement Fund. Class Counsel will file their Fee Application at least fourteen days before the deadline for objecting to the settlement.

**THE COURT'S FAIRNESS HEARING**

**30. When and where will the Court decide whether to approve the Proposed Retailer Settlement?**

The Court will hold a Final Fairness Hearing at **1:30 p.m. on January 6, 2022**. This hearing date may be moved, cancelled or otherwise modified, so please check the settlement website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) regularly for further details, or access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9<sup>th</sup> Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. At this hearing, the Judge will consider all objections, if any, and will consider whether the Proposed Retailer Settlement is fair, reasonable, and adequate to the Class. The Judge will listen to people who have asked to speak at the hearing. The Judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the Judge will decide whether to approve the Proposed Retailer Settlement and the Plan of Allocation. We do not know how long these decisions will take.

**31. Do I have to come to the hearing?**

You do not have to come to the hearing. Class Counsel will answer questions the Court has. But you and/or your lawyer are welcome to come at your own expense. If you send an objection, you do not have to come to the hearing for the judge to consider it.

**32. Can I speak at the hearing?**

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must file a Notice of Appearance that says you wish to speak. You can find how to file a Notice of Appearance, and the due date for filing, in question 26 on page 17 of this Notice. If you submit an objection and wish to speak about it at the Final Fairness Hearing, you must include that information in your objection (see question 23 on page 16).

You cannot speak at the hearing if you exclude yourself.

## GETTING MORE INFORMATION

### **33. Are more details about the lawsuit and the Proposed Retailer Settlement available?**

This Notice only summarizes the lawsuit and Proposed Retailer Settlement. You can review copies of the settlement documents by visiting the Proposed Retailer Settlement website, [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

More details about the claims in lawsuit are in the 1<sup>st</sup> Amended Consolidated Complaint filed in the MDL Litigation. You can look at all of the documents filed in the lawsuit at the Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9<sup>th</sup> Street, Kansas City, Missouri, 64106.

### **34. How do I get more information?**

You can get more information by visiting the Proposed Retailer Settlement website, [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com), or by contacting Class Counsel at the email or phone numbers listed in question 28 on pages 18 and 19.

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

Settlement Administrator  
*In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing,  
Sales Practices, and Product Liability Litigation*  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
Toll Free: 866-742-4955  
Email: 303tractorhydraulicfluidsettlement@rg2claims.com

You may also contact Class Counsel at:

Thomas V. Bender  
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.**