

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

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IN RE: SMITTY'S/CAM2 303 TRACTOR  
HYDRAULIC FLUID MARKETING, SALES  
PRACTICES, AND PRODUCTS LIABILITY  
LITIGATION

MDL No. 2936

Master Case No. 4:20-MD-02936-SRB

This document relates to:  
All Class Actions

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**PRELIMINARY APPROVAL ORDER**

Upon review and consideration of the Motion for Preliminary Approval of the Retailer Class Action Settlement and the Retailer Class Settlement Agreement and Release with accompanying exhibits, all of which have been filed with the Court, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court has carefully reviewed the Retailer Class Settlement Agreement and Release, as well as the files, records, and proceedings to date in the above-captioned action (the "Action"). The definitions in the Retailer Class Settlement Agreement and Release are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Retailer Class Settlement Agreement and Release.

2. Plaintiffs and Retailer Defendants have agreed to settle the Action as to Retailer Defendants upon the terms and conditions set forth in the Retailer Class Settlement Agreement and Release, which has been filed with the Court. The Retailer Class Settlement Agreement and Release, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate.

3. Appointed as Class Representatives are the persons and entities identified in Appendix A to the Retailer Class Settlement Agreement and Release. The Class Representatives,

by and through their counsel, have investigated the facts and law relating to the matters alleged in the First Amended Consolidated Class Action Complaint, including extensive legal research as to the sufficiency of the claims, and an evaluation of the risks associated with continued litigation, class certification, trial, and potential appeal.

4. The settlement was reached as a result of extensive arm-length negotiations between counsel for Plaintiffs, on the one hand, and counsel for Retailer Defendants, on the other hand, including, but not limited to, mediation.

5. The settlement confers substantial benefits upon the Retailer Settlement Class, particularly in light of the partial nature of the settlement, the institutional reforms obtained through the settlement, and the notice to Class Members of potential damage to their equipment that was made possible by the settlement, and does so without the costs, uncertainties, delays, and other risks associated with continued litigation, class certification, trial, and potential appeal.

6. The Court conditionally certifies, for settlement purposes only, the following settlement class: "All persons and other 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, Orscheln Farm and Home LLC, Rural King Administration, Inc., Rural King Distribution & Management, Inc., Rural King Holding Co., Atwood Distributing, LP, and/or their affiliates, divisions, subsidiaries, and assigns in the United States at any point in time from December 1, 2013 to present, excluding persons and other entities who solely purchased Super S Supertrac 303 Tractor Hydraulic Fluid in Missouri. Also excluded from the Settlement Class are Defendants, including any parent, subsidiary, affiliate or controlled person of Defendants; Defendants' officers, directors, agents, employees and their immediate family members, as well as the judicial officers assigned to this litigation and members

of their staffs and immediate families.”

7. The Court conditionally finds, for settlement purposes only and conditioned upon entry of the Judgment and Order of Dismissal as to Retailer Defendants and the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of members of the Retailer Settlement Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Retailer Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Retailer Settlement Class for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Retailer Settlement Class and will continue to do so, and Plaintiffs have retained experienced counsel to represent them; (e) for purposes of settlement, the questions of law and fact common to the members of the Retailer Settlement Class predominate over any questions affecting any individual members of the Retailer Settlement Class; and (f) for purposes of settlement, a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court also concludes that, because Plaintiffs and Retailer Defendants are settling and not litigating, the Court need not consider manageability issues that might be presented by the trial of a nationwide class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). In making these findings, the Court has exercised its discretion in conditionally certifying, for settlement purposes only, the Retailer Settlement Class on a nationwide basis.

8. The Court appoints Tricia Campbell, Leader of the Settlement Committee, from the law firm Langdon & Emison in Kansas City, Missouri; Tom Bender and Dirk Hubbard from the law firm Horn Aylward & Bandy, LLC in Kansas City, Missouri; Bryan White from the law firm White, Graham, Buckley & Carr, L.L.C. in Independence, Missouri; Clayton Jones of the

Clayton Jones Law Firm in Raymore, Missouri, Athena Dickson of the Siro Smith Dickson Law Firm in Kansas City, Missouri; John Emerson of the Emerson Firm, PLLC in Little Rock, Arkansas; Mark Bryant from the law firm Bryant Law Center, P.S.C. in Paducah, Kentucky; Christopher Jennings of the Johnson Firm in Little Rock, Arkansas; Stephen Basser from the law firm Barrack, Rodos & Bacine in San Diego, California; Paul Lundberg of the Lundberg Law Firm, P.L.C. in Sioux City, Iowa; James Malters of the law firm Malters, Shepher & Von Holtum in Worthington, Minnesota; Travis Griffith from the law firm Griffith Law Center, PLLC in Charleston, West Virginia; and Jon Robinson and Zachary Anderson from the law firm Bolen Robinson & Ellis, LLP in Decatur, Illinois (“Class Counsel”). For purposes of these settlement approval proceedings, the Court finds that Class Counsel are competent and capable of exercising their responsibilities as Class Counsel. The Court designates named Plaintiffs in Appendix A to the Retailer Class Settlement Agreement as the representatives of the Retailer Settlement Class. The Court further appoints RG/2 Claims Administration LLC to serve as the Settlement Administrator.

9. The Court preliminarily approves the Plan of Allocation and the timing of distributions as set forth in the Retailer Settlement Agreement and Exhibits, subject to further Order of the Court.

10. The Final Fairness Hearing shall be held before this Court on January 6, 2022, 1:30 p.m., to determine whether the Retailer Class Settlement Agreement and Release is fair, reasonable, and adequate and should receive final approval. At that time, the Court will also rule on Class Counsel’s application for an award of attorneys’ fees and expenses (the “Fee Application”), payments of partial incentive awards to Retailer Settlement Class Representatives, and make any further Orders regarding the Plan of Allocation and timing of distribution to Retailer Settlement Class Members. Papers in support of final approval of the Retailer Class Settlement

Agreement and Release and the Fee Application shall be filed with the Court according to the schedule set forth below. The Final Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Retailer Settlement Class. After the Final Fairness Hearing, the Court may enter a Judgment and Order of Dismissal as to Retailer Defendants in accordance with the Retailer Class Settlement Agreement and Release that will adjudicate the rights of the Retailer Settlement Class Members (as defined in the Retailer Class Settlement Agreement and Release) with respect to the claims being settled.

11. The Court approves, as to form and content, the Long Form Retailer Settlement Notice, Retailer Settlement Summary Class Notice, and Retailer Settlement Mailed Class Notice, attached as Exhibit D, Exhibit E, and Exhibit F, respectively, to the Retailer Class Settlement Agreement and Release. The Court approves the Retailer Settlement Class Membership Form, the Repair/Parts/Specific Equipment Damage Claim Form, and the Request for Correction Form attached as Exhibit C, Exhibit G, and Exhibit H respectively, to the Retailer Class Settlement Agreement and Release. The Court approves the Repair/Parts/Specific Equipment Damage Claims Review Process attached Exhibit I to the Retailer Class Settlement Agreement and Release. The Court approves the Settlement Administration and Notice Plan attached as Exhibit H to the Retailer Class Settlement Agreement and Release.

12. The Court finds that the Long Form Notice, Summary Notice, and Mailed Class Notice are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds that the manner of dissemination of the Long Form Notice, Summary Notice, and Mailed Class Notice described in the Settlement Administration and Notice Plan and herein complies with Rule 23(e) of the Federal Rules of

Civil Procedure as it is a reasonable manner of providing notice to those Retailer Settlement Class Members who would be bound by the Settlement. The Court also finds that the manner of dissemination of the Long Form Notice, Summary Notice, and Mailed Class Notice described in the Settlement Administration and Notice Plan and herein complies with Rule 23(c)(2), as it is also the best practicable notice under the circumstances, provides individual notice to all Retailer Settlement Class Members who can be identified through a reasonable effort, and is reasonably calculated, under all the circumstances, to apprise the members of the Retailer Settlement Class of the pendency of this Action, the terms of the Retailer Settlement, and their right to object to the settlement or exclude themselves from the Retailer Settlement Class.

13. Retailer Settlement Class Members for whom contact information is available will receive a Long Form Notice by mail and, where possible, by email. All Retailer Settlement Class Members will have until the date identified herein to submit their Class Membership Forms, which is due, adequate, and sufficient time.

14. The Court Orders that notice shall be provided to the Retailer Settlement Class in compliance with the following procedure:

- (a) Within thirty (30) days after entry of this Order, Retailer Defendants shall provide to the Settlement Administrator, to the extent available, the full name and last known address of each member of the Retailer Settlement Class and, where available, for each member of the Retailer Settlement Class other electronically-stored purchase information including without limitation the date(s) of purchase, store location(s), and number and size of S 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 units purchased during the Class Period.

- (b) Within sixty (60) days after receipt of the information set forth in the immediately preceding paragraph, the Settlement Administrator shall mail by bulk mailing Mailed Class Notices in substantially the form attached to the Settlement Agreement as Exhibit E to the last known mailing address of each member of the Settlement Class. For any initial direct mail notice that is returned as undeliverable within twenty-one (21) days after mailing, the Settlement Administrator shall attempt to locate a new address through an address search or any other reasonably available means. If a new address is located, the Settlement Administrator shall promptly re-mail the initial notice. If, after a second mailing, the notice is again returned, no further efforts need be taken by the Settlement Administrator to send the direct mail notice.
- (c) Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Settlement Administrator shall (i) secure and maintain a Post Office Box or similar mailing address for the receipt of Class Membership Forms, Repair/Parts/Specific Equipment Damage Claim Forms, Correction Forms, opt-out notices, and any other correspondence related to the Settlement; and (ii) establish a unique, case-specific email address for online receipt of Class Membership Forms, Claim Forms, Correction Forms, opt-out notices, and any other correspondence related to the Settlement.
- (d) Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Settlement Administrator shall create and maintain an operating website that: (i) contains downloadable copies of the Preliminary Approval Order, Long Form Class Notice, the Summary Notice, the Mailed Class Notice, the Retailer Class Settlement Agreement, Class Membership Form, Repairs/Parts/Specific Equipment Damage Claim Form, Correction Form, and, when filed, Class Counsels' motions for attorneys'

fees and for incentive awards for the Plaintiffs; (ii) will post any subsequent notices approved by the Court; and (iii) allows members of the Retailer Settlement Class to submit Class Membership Forms, Repairs/Parts/Specific Equipment Damage Claim Forms, and Request for Correction Forms. This website shall be referred to as the “Retailer Settlement Website.”

- (e) Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That telephone number shall be maintained until sixty (60) calendar days after the Bar Date. After that time, and for a period of ninety (90) calendar days thereafter, either a person or a recording will advise any caller to the toll-free telephone number that the deadline for submitting claims has passed and the details regarding the Settlement may be reviewed on the Retailer Settlement Website.
- (f) On or before August 1, 2021, the publication and other dissemination of notice shall proceed as set forth in the Settlement Administration and Notice Plan, subject to reasonable modification, as necessary, by agreement of the Parties and with the approval of the Settlement Administrator. August 1, 2021 shall be considered the “Notice Date.”
- (g) The Settlement Administrator shall mail a Class Membership Form, Repairs/Parts/Specific Equipment Damage Claim Form, Correction Form, and Long Form Notice to each person and/or entity that makes such request.
- (h) Class Membership Forms, Repairs/Parts/Specific Equipment Damage Claim Forms, and Correction Forms shall also be available through the Settlement Website.

15. Each Retailer Settlement Class Member who wishes to be excluded from the



Settlement Class and follows the procedures set forth in this Paragraph shall be excluded.

- (a) Putative class members wishing to opt out of the Retailer Class Settlement must send to the Settlement Administrator on or before the Bar Date by fax, U.S. Mail, e-mail, or electronically via the Retailer Settlement Website a written request to be excluded from the Retailer Class Settlement. The request to be excluded from the Retailer Settlement Class must include the member's name, address, and telephone number and provide a clear statement communicating that he, she, or it elects to be excluded from the Retailer Settlement Class, does not wish to be a Retailer Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Retailer Class Settlement.
- (b) Any request for exclusion or opt out sent to the Settlement Administrator by United States mail must be postmarked on or before the Bar Date. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion sent by United States mail has been timely submitted.
- (c) Members of the Retailer Settlement Class who fail to submit a valid and timely request for exclusion on or before the date specified in this Order shall be bound by all terms of this Retailer Class Settlement Agreement and the Judgment and Order of Dismissal as to Retailer Defendants, regardless of whether they have requested exclusion from the Retailer Class Settlement. All persons or entities who properly elect to opt out of the settlement shall not be Retailer Settlement Class Members and shall relinquish their rights to benefits with respect to the Retailer Class Settlement Agreement and Release, should it be approved.

16. Any potential member of the Retailer Settlement Class who has not timely submitted a written request for exclusion from the Retailer Settlement Class, and thus is a Retailer Settlement

Class Member, may ask the Court to deny approval by filing an objection. Retailer Settlement Class Members cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue as to Retailer Defendants. If any Retailer Settlement Class Member wants that to happen, they must object in accordance with the following procedure:

- (a) Any Retailer Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Retailer Class Settlement must, no later than the Bar Date: (i) file a written objection with 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, or by electronic filing; and (ii) serve a copy of the same on counsel for the Parties at the addresses set forth in this Retailer Class Settlement Agreement.
- (b) In the written objection, the Retailer Settlement Class Member must provide the information required on the Class Membership Form, state the member's full name, current address, telephone number, the reasons for the objection, whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel, and a list of all cases in which the objector or objector's counsel has objected to a class-action settlement in the last five (5) years. Any documents supporting the objection must also be attached to the written objection, and if the objecting member of the Retailer Settlement Class intends to call witnesses at the Final Fairness Hearing, any such witness must be identified, including by providing each such witness's name, address and telephone number. Objections must be signed by the Retailer Settlement

Class Member or by his, her, or its counsel. Any Retailer Settlement Class Member who fails to file and serve timely written objections in the manner specified herein, 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.

- (c) Any Retailer Settlement Class Member who has timely filed a written objection, as provided for herein, may appear at the Final Fairness Hearing, either in person or through an attorney hired at the Retailer Class Member's own expense, to object to the fairness, reasonableness, or adequacy of the Retailer Settlement. A Retailer Settlement Class Member, or his, her, or its attorney, intending to make an appearance at the Fairness Hearing must: (i) file a notice of appearance with the Court no later than ten (10) business days prior to the Final Fairness Hearing, or as the Court may otherwise direct; and (ii) serve a copy of such notice of appearance on counsel for all Parties.

17. In the event that the number of potential Retailer Settlement Class Members opting out of the Retailer Settlement exceeds 2,000, Retailer Defendants shall retain the right to rescind and revoke the entire Retailer Settlement, thereby rendering the Retailer Settlement null and void in its entirety, so long as Retailer Defendants comply with the opt-out terminations provisions set forth in the Retailer Settlement Agreement.

18. Class Counsel shall file their application for attorneys' fees ten (10) business days before the Bar Date.

19. Papers in support of final approval of the Retailer Class Settlement Agreement and Release, and in response to any objections to the Retailer Class Settlement Agreement and Release or Class Counsel's fee application, shall be filed with the Court ten (10) business days in advance of the date of the Final Fairness Hearing.

20. The Bar Date shall be one hundred fifty (150) calendar days after the Notice Date. The Bar Date may be extended by written agreement of the parties through Class Counsel and Retailer Defendants' Counsel without further approval of the Court or notice to the Retailer Settlement Class, provided that the Retailer Settlement Website administered by the Settlement Administrator shall be promptly updated to reflect any extension of the Bar Date.

21. These dates of performance may be extended by order of the Court, for good cause shown, without further notice to the Retailer Settlement Class. Settlement Class Members may check the Retailer Settlement Website regularly for updates and further details regarding extensions of these dates of performance. Retailer Settlement Class Members may also 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 4:00 p.m., Monday through Friday, excluding Court holidays.

22. If for any reason a Judgment and Order of Dismissal as to Retailer Defendants as contemplated in the Retailer Class Settlement Agreement and Release is not entered, or the Effective Date does not occur for any reason, the following shall apply:

- (a) All orders and findings entered in connection with the Retailer Class Settlement Agreement and Release shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;
- (b) The conditional certification of the Retailer Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Retailer

Settlement Class had never been certified pursuant to this Retailer Class Settlement Agreement and Release and such findings had never been made;

- (c) All of the Court's prior Orders having nothing whatsoever to do with the certification of the Retailer Settlement Class shall, subject to this Order, remain in force and effect, subject to extensions or modifications of deadlines as appropriate under the circumstances and in the Court's discretion; and
- (d) Nothing in this Order or pertaining to the Retailer Class Settlement Agreement and Release, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceeding in this case or in any other action, proceedings, or matter, whether civil, criminal, or administrative.

23. Pending final determination of whether the proposed settlement should be approved, no Retailer Settlement Class Member, directly, derivatively, in a representative capacity, or in any other capacity, may commence or continue any action against any of the Released Parties in any court or tribunal asserting any of the Released Claims (as that term is defined in the Settlement Agreement and Release).

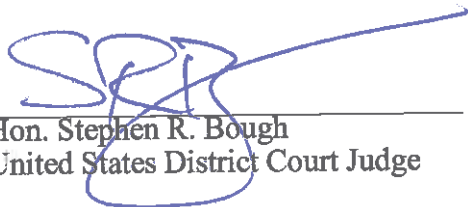
24. RG/2 Claims Administration LLC is hereby appointed as Settlement Administrator for this settlement and shall perform all of the duties of the Settlement Administrator set forth in the Retailer Class Settlement Agreement and Release.

25. Nothing contained in this Order is, or may be construed as, a presumption, concession or admission by or against Retailer Defendants, or any Released Party (as that term is defined in the Settlement Agreement and Release) of any alleged or asserted default, liability or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or

proceedings, whether civil, criminal or administrative.

26. Class Counsel and Retailer Defendants' Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Retailer Class Settlement Agreement and Release, including making, without further approval of the Court, minor changes to the form or content of the Long Form Notice, Summary Notice, Mailed Class Notice, Class Membership Forms, and other exhibits that they jointly agree are reasonable or necessary.

**IT IS SO ORDERED**, this 30<sup>TH</sup> day of June, 2021.

  
Hon. Stephen R. Bough  
United States District Court Judge