

## LONG FORM CLASS NOTICE

**If you 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 between December 1, 2013 and the present, a Class Action Lawsuit and Settlement 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 Manufacturer Defendants in Multi-District Litigation (“MDL”) regarding Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil (“Smitty’s/CAM2 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 lawsuit, Plaintiffs allege (1) that Smitty’s/CAM2 303 THF Products did not meet the equipment manufacturers’ specifications or provide the performance benefits listed on the product labels, (2) that Smitty’s/CAM2 303 THF Products were made with inappropriate ingredients, and (3) that use of Smitty’s CAM2 303 THF Products in equipment causes damage to various parts of equipment. The Manufacturer Defendants have denied the allegations and claims of wrongdoing.

A settlement was previously reached with the Retailer Defendants, and a settlement of the entire case has now been reached with the Manufacturer Defendants. This notice summarizes the Manufacturer Class-Action Settlement (sometimes referred to herein as the “Proposed Manufacturer Settlement” or “Proposed 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 Manufacturer Class-Action Settlement, Manufacturer Settlement Claim Form (“Claim Form”); (ii) contact Class Counsel, as explained in more detail below; (iii) call the Settlement hotline at 877-979-7115; 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 Settlement or the claim process.

If you are eligible, the Proposed Manufacturer Settlement may provide you with a cash award based on a Plan of Allocation to be approved by the Court. If you wish to be eligible to participate in the Proposed Manufacturer Settlement, you will need to complete and submit Part A of the Claim Form EVEN IF you received a Mailed Class Notice.

If you are eligible based upon submission of a valid Part A section of the Claim Form, you may also submit on Part B of the Claim Form for any damage you believe occurred to your equipment due in whole or in part to Smitty’s/CAM2 303 THF Products.

You are a Class Member in the Proposed Settlement if you purchased Super S Super Trac 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 between December 1, 2013 and the present. See question 7 on page 7 below, for further information.

You are not a Class Member if you: (1) never purchased Smitty's/CAM2 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 or staff. See question 8 on page 8, 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 do nothing, you will be bound by the Proposed Manufacturer Settlement (if approved), you will have released your claims, and you will <u>not</u> be eligible to receive any monetary award.	
<b>Submit a Claim Form with Part A Completed for Purchases</b>	If you wish to be eligible for any award, you must submit a Claim Form with Part A completed setting forth your purchases of Smitty's/CAM2 303 Tractor Hydraulic Fluid during the Class Period. To submit a Claim Form, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or request a form via email to <a href="mailto:303tractorhydraulicfluidsettlement@rg2claims.com">303tractorhydraulicfluidsettlement@rg2claims.com</a> or call 1-877-979-7115.	<b><u>By March 1, 2025</u></b>
<b>Submit a Claim Form with Part B Completed for Repairs/Parts/Specific Equipment Damage</b>	If you complete Part A of the Claim Form, you may also complete Part B claiming the repairs, parts, and damage to your equipment caused, in whole or in part, by Smitty's/CAM2 303 THF Products. To submit such a Claim Form, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or request a form via email to <a href="mailto:303tractorhydraulicfluidsettlement@rg2claims.com">303tractorhydraulicfluidsettlement@rg2claims.com</a> or call 1-877-979-7115.	<b><u>By March 1, 2025</u></b>
<b>Exclude Yourself</b>	You may request to be excluded from the Manufacturer 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 Manufacturer Settlement and you may not object to the Proposed Manufacturer Settlement. You will, however, keep your right to sue Manufacturer Defendants regarding the claims asserted in the class action.	<b><u>By March 1, 2025</u></b>
<b>Object</b>	You may object to the Proposed Manufacturer 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 Claim Form by the date specified above in order to receive an award. You may object to the Settlement only if you <b>do not</b> exclude yourself by the date listed immediately above.	<b><u>By March 1, 2025</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 Settlement and after any appeals are resolved.

**WHAT THIS NOTICE CONTAINS**

	Page
<u>BASIC INFORMATION</u> .....	5
1. Why did I get this Notice?.....	5
2. What is this lawsuit about?.....	5
3. Why is this a class action? Who are the Class Representatives.....	6
4. Who are the Defendants; Why is there a Proposed Settlement?.....	6
5. Will this Manufacturer Settlement Conclude the MDL Litigation?.....	7
6. Why is there a Settlement with the Manufacturer Defendants?.....	7
<u>WHO IS IN THE PROPOSED SETTLEMENT CLASS</u> .....	7
7. How do I know if I'm part of the Proposed Manufacturer Settlement Class? What do I need to do to participate?.....	7
8. Are there exceptions to being included?.....	8
<u>THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET</u> .....	8
9. What does the Proposed Manufacturer Settlement provide?.....	8
10. How do I submit Part A of the Manufacturer Settlement Claim Form?.....	10
11. How do I submit Part B of the Claim Form for Repair/Parts/Specific Equipment Damage .....	11
12. What is the Process for Reviewing and Determining Repair/Parts/Specific Equipment Damage Claims?.....	11
13. When will I get my Proposed Manufacturer Settlement benefits?.....	12
14. What Percentage of my Total Claim Value will be Paid by this Manufacturer Settlement?.....	12
<u>YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED MANUFACTURERS SETTLEMENT</u> .....	12
15. What am I giving up to stay in the Manufacturer Settlement Class?.....	12
16. Can I get out of the Proposed Manufacturer Settlement and the Class?.....	14
17. How do I exclude myself from the Proposed Manufacturer Settlement?.....	14

18.	If I don't exclude myself, can I still sue Manufacturer Defendants for the same things later?.....	14
19.	If I exclude myself, can I get any benefits from this Proposed Manufacturer Settlement?.....	15
<u>YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED MANUFACTURERS SETTLEMENT</u> .....		15
20.	How do I tell the Court I don't like the Proposed Manufacturer Settlement?.....	15
21.	What's the difference between objecting to the Proposed Manufacturer Settlement and excluding myself from the Proposed Manufacturer Settlement?.....	16
<u>YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT</u> .....		16
22.	Can I appear or speak in this lawsuit and Proposed Manufacturer Settlement?..	16
23.	How can I appear in this lawsuit?.....	16
<u>IF YOU DO NOTHING</u> .....		17
24.	What happens if I do nothing at all?.....	17
<u>THE LAWYERS REPRESENTING YOU</u> .....		17
25.	Do I have a lawyer in this case?.....	17
26.	How much will lawyers for the Class Counsel be paid and how will they be paid?.....	20
<u>THE COURT'S FAIRNESS HEARING</u> .....		20
27.	When and where will the Court decide whether to approve the Proposed Manufacturer Settlement?.....	20
28.	Do I have to come to the hearing?.....	21
29.	Can I speak at the hearing?.....	21
<u>GETTING MORE INFORMATION</u> .....		21
30.	Are more details about the lawsuit and the Proposed Settlement available?.....	21
31.	How do I get more information?.....	21

## 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 Settlement.
- How the Proposed Settlement may benefit you.
- What your legal rights are.
- How to get benefits of the Proposed 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 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 ("Smitty's/CAM2 303 THF Products")**.

The Plaintiffs in this lawsuit allege (1) that Smitty's/CAM2 303 THF Products did not meet the equipment manufacturers' specifications or provide the performance benefits listed on the product labels, (2) that Smitty's/CAM2 303 THF Products were made with inappropriate ingredients, and (3) that use of Smitty's/CAM2 303 THF Products in equipment causes damage to various parts of equipment. Plaintiffs claim that because of alleged failures to meet OEM specs and the ingredients contained in Smitty's/CAM2 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.

Plaintiffs further contend in this lawsuit that the repairs, parts, and specific equipment damage allegedly resulting from the use of Smitty's/CAM2 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 Smitty's/CAM2 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.

The Manufacturer Defendants believe that Plaintiffs' factual and legal allegations in this lawsuit are incorrect, specifically deny all liability to Plaintiffs and the Manufacturer Settlement Class Members and raised a number of defenses to the claims asserted. The Court has not issued a final ruling on the strengths or weaknesses of the Plaintiffs' case or Manufacturer Defendants' contentions in this lawsuit. Nevertheless, the Parties have agreed to the Proposed Settlement to avoid the risk and expense of further litigation. Plaintiffs believe that the claims against the Manufacturer Defendants have merit, but that the Proposed Settlement is fair, reasonable, and in the best interests of the members of the Manufacturer Settlement Class given the risk and expense of further litigation.

The Court has not issued any final ruling regarding the merits of Plaintiffs' claims against the Manufacturing 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 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 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 106 Class Representatives in Plaintiffs' Corrected Fifth Amended Consolidated Complaint ("5<sup>th</sup> ACC"), and they include Class Representatives who purchased in 41 different states. The names of the Class Representatives are contained in the 5<sup>th</sup> ACC which is available at the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com). The complete list of Class Representatives for the Proposed Manufacturer Settlement are attached as Appendix A to the Proposed Settlement, available at the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

### **4. Who are the Defendants? Why is there a Proposed Settlement?**

The settling Defendants are the companies who manufactured and/or sold Smitty's/CAM2 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 Manufacturer Defendants agreed to a Proposed Settlement. The Class Representatives and their attorneys think the Proposed Settlement is best for all Manufacturer Settlement Class Members. The Proposed Settlement does not mean that any law was broken by the Manufacturer Defendants or that those Manufacturer Defendants did anything wrong. The Manufacturer Defendants deny any wrongdoing or liability.

**5. Will this Manufacturer Settlement conclude the MDL Litigation?**

Yes. The Plaintiffs have previously entered a settlement with four Retailer Defendants and that Retailer Class Settlement was finally approved by the MDL Court. This Proposed Settlement with the two Manufacturer Defendants, if given final approval, would conclude all MDL cases regarding Smitty's/CAM2 303 THF Products. Plaintiffs think this Proposed Settlement is appropriate and that it will provide meaningful relief to Class Members.

**6. Why is there a Settlement with the Manufacturer Defendants?**

Plaintiffs and Class Counsel believe that the Proposed Settlement confers substantial benefits upon the Settlement Class and that it is fair, reasonable, adequate, and in the best interests of the Settlement Class.

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

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

As part of the Settlement, the parties have agreed to the certification of a Manufacturer Settlement Class for purposes of this Settlement only. The Settlement Class includes all persons and entities who 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 in the United States 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 Manufacturer Settlement Class unless you exclude yourself by following the steps for exclusion described below.** Persons who are members of the Manufacturer Settlement Class and do not exclude themselves will be bound by the Proposed Manufacturer Settlement, if approved by the Court, whether or not they submit a Claim Form, and will be prevented from bringing other claims covered by the Proposed Manufacturer Settlement. Those who exclude themselves from the Manufacturer Settlement Class will not be bound by the Proposed Manufacturer Settlement and will not receive any payments from the Settlement. **In order to receive a monetary award, you will need to submit a valid section A of the Claim Form** EVEN IF you were sent a Mailed Class Notice noting that your purchase of at least one Smitty's/CAM2 303 THF Product is reflected in Retailer records.

If you are a Manufacturer 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. 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 Smitty's/CAM2 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 Smitty's/CAM2 303 THF Products, you should also complete and submit Part B of the Claim Form. The Claim Form is available at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or by calling the Settlement Administrator at 877-979-7115.

Under the Proposed Settlement, the Part A damage portion of your claim will be valued as follows shall be based on your Smitty's/CAM2 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. **Note also that a Qualified Manufacturer Settlement Class Member's monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide.**

**8. 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 Manufacturer Class-Action Settlement and the Manufacturer 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 Manufacturer Class-Action Settlement and Manufacturer Settlement Class.

Also excluded from this Manufacturer Settlement are all persons who are employees, directors, officers and agents of Defendants or their subsidiaries and affiliated companies, as well as the MDL judicial officers assigned to this lawsuit and their immediate family and staff members.

**THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**9. What does the Proposed Manufacturer Settlement provide?**

**The Proposed Manufacturer Settlement will provide significant benefits to Manufacturer Settlement Class Members.** It was negotiated between the Plaintiffs and the Manufacturer Defendants, through their attorneys and with a mediator, and has been preliminarily approved by the Court. Pursuant to the Settlement, Manufacturer Defendants and their Insurers agree to pay, collectively, a total of \$31,900,000.00 for Manufacturer Settlement Class Member relief, costs of settlement administration and notice, incentive awards to Class Representatives, and attorneys' fees/expenses of Class Counsel.

Even if you were sent a Mailed Class Notice, you must timely submit Part A of the Claim Form in order to receive any monetary award as part of the Proposed Manufacturer Settlement. If you previously filed a claim in the Retailer Settlement, you may deem that claim filed and do not have to resubmit.

The Manufacturer Settlement Class Fund totals \$31.9 Million, which will be paid to Qualified Manufacturer Settlement Class Members 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 Manufacturer Settlement Class Fund shall be distributed to Qualified Settlement Class Members as follows:

- (a) Total Claim Value: Each Qualified Manufacturer Settlement Class Member will receive a Total Claim Value based on the combination of (1) the Damage Claim Value based on that Class Member's amount of purchases of Smitty's/CAM2 303 THF Products within the Manufacturer Settlement Class definition and during the Class Period (as set forth in (b) below); 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 Claim Form, if any (as set forth in (c) below).

- (b) Damage Claim Value: Each Qualified Manufacturer Settlement Class Member will receive a Damage Claim Value determined based on a percentage of the imputed average price of his/her/its purchases of Smitty's/CAM2 303 THF Products during the Class Period, excluding purchases of Super S Super Trac 303 made in Missouri. The Damage Claim Value allowed for the respective unit sizes of Smitty's/CAM2 303 THF Products shall be as follows: \$12 for each 5-gallon bucket purchased; \$6 for each 2-gallon jug purchased; \$4 for each 1-gallon jug purchased and \$90 for each 55-gallon drum purchased. These amounts are estimated by Class Counsel to be equal to 50% of that unit's average sale price during the Class Period. As noted, no credit shall be given to purchases of Super S Super Trac 303 in Missouri. Each Part A damage claim is subject to a maximum \$100 claim value unless receipts or other acceptable proof of purchases are provided. As noted below, the final value/payment on this claim is subject to *pro rata* reduction if the Net Manufacturer Settlement Class Fund is not sufficient to pay all valid claims.
- (c) Repairs/Parts/Specific Damage Claim Value: Each Qualified Manufacturer Settlement Class Member who timely submits a Claim Form will receive a Repairs/Parts/Specific Equipment Damage Claim Value based on the Settlement Administrator's determination based on the Class Member's equipment repairs, parts purchases, and/or specific damage to equipment that may be attributable, in whole or in part, to the use of Smitty's/CAM2 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 Smitty's/CAM2 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 may include a request for funds to flush the hydraulic system of equipment that used Smitty's/CAM2 303 THF Products. Claims for such repairs/parts/specific damage shall require submission of the Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts. There is a maximum of \$1,000

Repairs/Parts/Specific Damage Claim Value (including the flush claim value) for each Qualified Manufacturer Settlement Class Member unless receipts or other acceptable proof of repairs, parts, specific damage totaling over \$1,000 are provided. As noted below, the awards/payments on these claims are subject to *pro rata* reduction if the Net Manufacturer Settlement Class Fund is not sufficient to pay all valid claim values.

- (d) If any amounts remain in the Net Manufacturer Settlement Class Fund after full consideration of the claims as described above, each Qualified Manufacturer Settlement Class Member will receive a *pro rata* share of the portion remaining in the Net Manufacturer Settlement Class Fund, based on his/her/its Total Claim Value. If the total amount of the claims as described above exceeds the total amount in the Net Manufacturer Settlement Class Fund, all will receive a *pro rata* reduction to their Total Claim Value based on the funds available.
- (e) Upon the Effective Date and thereafter, and in accordance with the terms of the Manufacturer Class-Action Settlement, the Plan of Allocation, or such further approval and further orders(s) of the Court as may be necessary or as circumstances require, the Net Manufacturer Settlement Class Fund shall be distributed to Qualified Manufacturer Settlement Class Members.

Each Qualified Manufacturer Settlement Class Member will receive a *pro rata* share of the portion remaining in the Manufacturer Settlement Class Fund, as referenced above, based on his/her/its Total Claim Value.

#### **10. How do I submit Part A of the Manufacturer Settlement Claim Form?**

To submit Part A of the Manufacturer Settlement Claim Form, you **must** complete either an electronic copy of Part A and submit it at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or via fax to 215-827-5551, or for a hard copy, paper format, mail the completed Part A of the Claim Form and any supporting papers to: Manufacturer 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 **March 1, 2025**. You may also submit the form via email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) by **March 1, 2025**.

Even if you were sent a Mailed Class Notice, you must timely submit a Manufacturer Settlement Claim Form in order to receive any monetary award as part of the Proposed Manufacturer Settlement.

If you submitted a Class Membership Form or Correction Form in the Retailer Settlement, you can deem submitted the information from that form and any supporting documents previously provided so that you will not need to re-submit. However, you must complete Part A of the Manufacturer

Settlement Claim Form and indicate that you wish to have submitted your prior Form and documentation.

**11. How do I submit Part B of the Claim Form for Repair/Parts/Specific Equipment Damage?**

To submit and/or supplement a Repair/Parts/Specific Equipment Damage Claim, you **must** complete either an electronic copy of Part B of the Claim Form at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or via fax to 215-827-5551 OR for hard copy, paper format, mail Part B of the Claim Form and any supporting papers to: Manufacturer 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 **March 1, 2025**. You may also submit the form via email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) by **March 1, 2025**.

If you submitted a Repair/Parts/Specific Equipment Damage Claim Form in the Retailer Settlement, you can deem submitted that form and any supporting documents previously provided and do not need to re-submit. However, you must complete the Manufacturer Settlement Claim Form and indicate that you wish to have submitted your prior Form and documentation. You can also supplement that prior Form and documentation.

**12. 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 Part B of the Manufacturer Settlement 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 repair 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 “e” through “h” and you should submit a description of the damage and the reason the repairs were not reasonable, justified or feasible. Please submit any documentation supporting the claim and/or the amounts sought for repairs and/or parts purchases.

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 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.

**Note that there is a maximum of \$1,000 Repairs/Parts/Specific Damage Claim Value (including the flush claim value) for each Qualified Manufacturer Settlement Class Member unless receipts or other acceptable proof of repairs, parts, specific damage totaling over \$1,000 are provided. Note also that a Qualified Manufacturer Settlement Class Member’s monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide.**

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

**13. When will I get my Proposed Manufacturer Settlement benefits?**

Settlement benefits will be available only if the Proposed Manufacturer Settlement is approved by the Court and after it becomes final. The Court will hold a hearing on **March 26, 2025 at 10:00 a.m.**, to decide whether to approve the Proposed Manufacturer Settlement. If the Court approves the Proposed Manufacturer Settlement, there may be appeals, and the Proposed Manufacturer Settlement can't 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 Manufacturer Settlement and applicable deadlines. Please be patient.

**14. What Percentage of my Total Claim Value will be Paid by this Manufacturer Settlement?**

It is not known at this time what percentage of your Total Claim Value will be paid by this Manufacturer Class Settlement. That percentage will depend on the total of the valid claims as well as the amount in the Net Manufacturer Settlement Class Fund.

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

**15. What am I giving up to stay in the Manufacturer Settlement Class?**

If you do not exclude yourself from the Manufacturer 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 in the United States between December 1, 2013 and the present**, other than certain exclusions set forth in question 8 on page 8, above.

If you stay in the Manufacturer Settlement Class, you can't sue or be part of any other lawsuit against Manufacturer 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 Manufacturer Settlement Class, all the Court's orders will apply to you.

By staying in the Manufacturer Settlement Class, you become a Manufacturer 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 the Manufacturer 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 in the United States between December 1, 2013 and the present. The entire release contained in the Proposed Manufacturer Settlement Agreement is set forth below:

“Upon the Effective Date, the Releasing Parties, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, hereby fully release and forever discharge the Released Parties (as defined herein) from any claims that have been or that could have been made or brought in the Action arising out of or relating

to the Action or Plaintiffs' allegations about, or any purchase and/or use of Smitty's/CAM2 303 THF, including but not limited 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 in the United States and its territories during the Class Period, or any alleged personal injury or property damage relating to the use of any of the aforementioned products. This Release shall broadly include, at least, all known and unknown claims against the Released Parties arising out of or relating to the Action or Plaintiffs' allegations about, or any purchase and/or use Smitty's/CAM2 303 THF, including but not limited 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 in the United States and its territories during the Class Period, 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. (The claims referenced in the prior sentences in this Paragraph referred to herein as the "Released Claims") This Release is intended to be a broad release, and the parties hereto intend to fully release the Released Parties from any and all claims and potential claims arising out of or relating to the Action, including those relating to the purchase of 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. The Parties shall further agree to language empowering the Court, after Preliminary Approval, to enjoin under the All Writs Act, any putative state or federal class action that purports to assert any Released Claim under the Manufacturer Settlement Agreement against any of the Released Parties.

"Unknown" claims as released herein means any and all claims that any Manufacturer Settlement Class Member does not know to exist against any of the Released Parties which, if known, might have affected his, her, or its decision to enter into or be bound by the terms of this Manufacturer Settlement Agreement. Plaintiffs and the Manufacturer Settlement Class Members acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this Release, but nevertheless fully, finally, and forever settle and release any and all claims arising out of or relating to the Action or Plaintiffs' allegations about, or any purchase and/or use of, Smitty's/CAM2 303 THF, known or unknown, derivative or direct, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, in law or equity, including, without limitation, claims that have been asserted or could have been asserted in this Action against any of the Released Parties . The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law, by Plaintiffs and the Manufacturer Settlement Class Members of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides: **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.** The Settling Parties acknowledge, and the Manufacturer Settlement Class Members shall be deemed by operation of the Final Approval Order to acknowledge, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

**16. Can I get out of the Proposed Manufacturer Settlement and the Class?**

You can get out of the Proposed Manufacturer 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 can’t get a monetary award from the Proposed Manufacturer Settlement and you can’t object to the Proposed Manufacturer Settlement. But you keep the right to file your own lawsuit against Manufacturer Defendants about the claims in this lawsuit.

**17. How do I exclude myself from the Proposed Manufacturer Settlement?**

To exclude yourself, you must send by fax, U.S. Mail, or email 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 Manufacturer Class-Action 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 Manufacturer Settlement Class Member, and that you want to be excluded from any judgment entered in the case pursuant to the Manufacturer Class-Action Settlement; and,
- Your signature (or your lawyer’s signature).

Your exclusion request must be signed and mailed, faxed or emailed, **postmarked, or the equivalent for fax or email, by March 1, 2025**, to:

Manufacturer 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  
Email: 303tractorhydraulicfluidsettlement@rg2claims.com  
Fax: 215-827-5551

**18. If I don’t exclude myself, can I still sue Manufacturer Defendants for the same things later?**

No. Unless you exclude yourself, you give up the right to sue Manufacturer Defendants as described in response to Question 15. If you want to keep the right to sue Manufacturer Defendants in a new lawsuit, you have to exclude yourself from this Manufacturer Settlement Class and Proposed Manufacturer Settlement. Remember, any exclusion request must be signed, mailed, faxed, or emailed, and postmarked (or the equivalent for fax or email) by **March 1, 2025**.

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

No. If you exclude yourself, you can't get any Proposed Manufacturer Settlement Class benefits.

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

**20. How do I tell the Court I don't like the Proposed Manufacturer Settlement?**

If you're a Manufacturer Settlement Class Member and don't exclude yourself, you can tell the Court you don't like the Proposed Manufacturer Settlement or some part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Proposed Manufacturer 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 Manufacturer 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 **March 1, 2025**. Also, you must serve a copy of the same on counsel for the Parties at the addresses set forth below:

HORN AYLWARD & BANDY, LLC  
Thomas V. Bender, Esq.  
2600 Grand Boulevard, Ste. 1100  
Kansas City, MO 64108

Plaintiffs' Lead Counsel

THOMPSON COBURN LLP  
Christopher M. Hohn, Esq.  
One US Bank Plaza, Suite 3500  
St. Louis, MO 63101

Counsel for Defendants Smitty's Supply,  
Inc. and CAM2 International, LLC

All written objections must list your Smitty's/CAM2 303 THF purchases, including the date of purchase, product name, store name and location, and payment method, state your full name, current address, telephone number, the reasons for the objection, and whether you intend to appear at the Final Fairness Hearing either with or without separate counsel, and provide a list of all cases in which you or your separate counsel have objected to a class-action settlement in the last five years. Any documents supporting the objections must also be attached to your written objections. In addition, if you intend to call witnesses at the Final Fairness Hearing, any such witnesses must be identified in your written objections. You must personally sign your written objections. 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 **March 1, 2025**. 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 Manufacturer Class Settlement.

**21. What’s the difference between objecting to the Proposed Manufacturer Settlement and excluding myself from the Proposed Manufacturer Settlement?**

Objecting is the way to tell the Court what you don’t like about the Proposed Manufacturer Settlement. You can object only if you stay in the Class and don’t 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 Manufacturer Settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object because the Proposed Manufacturer Settlement no longer will affect you.

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

**22. Can I appear or speak in this lawsuit and Proposed Manufacturer 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 Manufacturer 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.

**23. 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 Final 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 Manufacturer Settlement. If you submit an objection (see question 20 above) and would like to speak about the objection at the Court’s Final 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 March 1, 2025***, 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

### 24. What happens if I do nothing at all?

If you do nothing:

- You will stay a member of the Manufacturer Settlement Class and all of the Court's orders pertaining to the Proposed Settlement will apply to you.
- You will not be a Qualified Manufacturer Settlement Class Member and will not be eligible receive any monetary benefit from the Manufacturer Settlement if you do nothing. If you do not submit Part A of the Claim Form, you will not be considered for any monetary benefits ultimately paid pursuant to the Plan of Allocation approved by the Court and described herein.
- You won't be able to sue, or join a new lawsuit against Manufacturer Defendants about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

## THE LAWYERS REPRESENTING YOU

### 25. Do I have a lawyer in this case?

Yes, the Court has appointed the following attorneys to represent the Class as Class Counsel:

HORN, AYLWARD & BANDY, LLC

Tom Bender

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

Dirk Hubbard

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Facsimile: (816) 421-0899

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Clayton Jones

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LUNDBERG LAW FIRM, P.L.C.  
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[paul@lundberglawfirm.com](mailto:paul@lundberglawfirm.com)

GRIFFITH LAW CENTER, PLLC  
Travis A. Griffith  
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10 Hale Street, Suite 203  
Charleston, WV 25301  
Telephone: (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  
Telephone: (507) 376-4166  
Facsimile: (507) 376-6359  
[jmalters@msvlawoffice.com](mailto:jmalters@msvlawoffice.com)

You will not be charged for these lawyers. You are welcome to call these lawyers with any questions about the lawsuit or settlement, or to otherwise discuss further the Proposed Settlement.

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

**26. 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 40% of the Manufacturer Settlement Class Fund minus case expenses sought to be reimbursed, as well as Settlement expenses. Class Counsel also will ask the Court to award between \$3,000 and \$4,500 to each of the Plaintiff/Class Representatives. These payments, in whatever amounts are Ordered by the Court, come out of the Manufacturer Settlement Class Fund. Class Counsel will file their Fee Application at least ten business days before the deadline for objecting to the settlement.

**THE COURT'S FAIRNESS HEARING**

**27. When and where will the Court decide whether to approve the Proposed Manufacturer Settlement?**

The Court will hold a Final Fairness Hearing at **10:00 a.m. on March 26, 2025**. 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://www.mow.uscourts.gov/mdl-cases>, 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 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 Manufacturer Settlement and the Plan of Allocation. We do not know how long these decisions will take.

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

You don't 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 don't have to come to the hearing for the judge to consider it.

**29. 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 23 on page 16 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 20 on page 15).

You cannot speak at the hearing if you exclude yourself.

**GETTING MORE INFORMATION**

**30. Are more details about the lawsuit and the Proposed Manufacturer Settlement available?**

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

More details about the claims in lawsuit are in the Corrected Fifth Amended Consolidated Complaint filed in the MDL Litigation, which is available on the Settlement Website. 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.

**31. How do I get more information?**

You can get more information by visiting the Settlement Website, [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com), or by contacting Class Counsel at the email or phone numbers listed in question 25 on pages 17 through 20.

PLEASE CONTACT CLASS COUNSEL WITH ANY QUESTIONS OR INFORMATION