

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

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

RETAILER CLASS SETTLEMENT AGREEMENT

This Retailer Class Settlement Agreement (“Retailer Class Settlement Agreement” or “Settlement Agreement”), made on this ^{23rd} day of June, 2021, submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure and Rule 408 of the Federal Rules of Evidence, embodies a settlement made and entered into by and among Plaintiffs, for themselves and on behalf of the Retailer Settlement Class, on the one hand; and Tractor Supply Company (“TSC”); Orscheln Farm and Home LLC (“Orscheln”); Rural King Administration, Inc., R.K. Family, Inc., R.K. Holdings, LLP, Mattoon Rural King Store, Inc., Waterloo Rural King Supply, Inc., Vandalia Rural King Supply, Inc., RK Distribution, LLC, Rural King Holding Co. (collectively referred to as “Rural King”); and Atwood Distributing, LP (“Atwood”), together with each of their affiliates, divisions, subsidiaries, and assigns (collectively referred to as “Retailer Defendants”) on the other hand, to resolve all claims against the Retailer Defendants in the above-captioned multi-district litigation pending in the United States District Court for the Western District of Missouri, Western Division, inclusive of the transferor-lawsuits and direct-action claims made part of the above-referenced MDL and Master Case numbers (the “Action”). This Retailer Class Settlement Agreement is intended by the parties to fully, finally, and forever resolve, discharge, and settle the Released Claims against Retailer Defendants upon and subject to the terms and

conditions hereof and subject to and conditioned upon preliminary and final approval of the Court.

I. RECITALS

WHEREAS, this Retailer Class Settlement Agreement includes the attached exhibits, which are incorporated by reference as though fully set forth herein:

Exhibit A – Preliminary Approval Order

Exhibit B – Final Approval Order

Exhibit C – Retailer Settlement Class Membership Form

Exhibit D – Long Form Retailer Settlement Notice

Exhibit E – Retailer Settlement Summary Class Notice

Exhibit F – Retailer Settlement Mailed Class Notice

Exhibit G – Repairs/Parts/Specific Equipment Damage Claim Form

Exhibit H – Request for Correction Form

Exhibit I -- Repairs/Parts/Specific Equipment Damage Claims Review Process

Exhibit J – Settlement Administration and Notice Plan

WHEREAS, throughout this Retailer Class Settlement Agreement, all capitalized terms used herein are defined in Section II. of this Agreement or indicated in parentheses elsewhere in this Agreement;

WHEREAS, during the relevant time period, TSC, Orscheln, Rural King, and Atwood marketed, advertised, and sold 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 (collectively referred to as “303 THF Products”);

WHEREAS, Plaintiffs filed a First Amended Consolidated Class Action Complaint against TSC, Orscheln, Rural King, and Atwood alleging that they marketed, advertised, and sold the 303 THF Products in the United States since December 1, 2013;

WHEREAS, Plaintiffs allege in the Action, among other things, that the labels for the 303 THF Products were deceptive and misleading for the reasons set forth in the First Amended Consolidated Complaint, and that use of the 303 THF Products in equipment causes increased wear and damage to various parts of the equipment.

WHEREAS, Plaintiffs' Class Counsel believe that the Settlement set forth in this Retailer Class Settlement Agreement confers substantial benefits upon the Retailer Settlement Class in light of the circumstances present here. Based on their evaluation, Class Counsel have determined that the Settlement set forth in this Retailer Settlement Agreement is in the best interests of Plaintiffs and the Retailer Settlement Class, and is fair, reasonable, adequate, and in the best interests of the Retailer Settlement Class;

WHEREAS, Retailer Defendants have vigorously denied, and continue to vigorously deny, all of the claims, allegations, and contentions asserted in the Action, and likewise vigorously denied, and continue to vigorously deny, any and all alleged wrongdoing and liability to Plaintiffs and the Retailer Settlement Class;

WHEREAS, Retailer Defendants have also considered the risks and potential costs of continued litigation, on the one hand, and the benefits of the proposed settlement, on the other hand, and desire to settle the Action upon the terms and conditions set forth in this Retailer Class Settlement Agreement;

WHEREAS, Retailer Defendants have agreed not to oppose certification of the Retailer Settlement Class in the Action, but only for the sole and exclusive purpose of compromising and settling the claims of the Plaintiffs and the Retailer Settlement Class on a class-wide basis, and

not for any other purpose whatsoever, as set forth more fully herein; and

WHEREAS, this Retailer Class Settlement Agreement was reached as a result of extensive arms-length negotiations between Class Counsel and counsel for Retailer Defendants, including but not limited to a mediation with Lee Shidlofsky in Kansas City, Missouri on September 30, 2020, and extended discussions following that mediation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs, on the one hand, and Retailer Defendants, on the other hand, by and through their respective counsel of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties from the Settlement set forth herein, the Released Claims shall be finally and fully compromised, settled, and released as to all Released Parties, and the Action shall be settled, compromised, and dismissed with prejudice as to the Released Retailer Defendants, without costs, except as stated herein, and with releases extended as set forth in this Settlement Agreement, upon and subject to the terms and conditions of the Settlement Agreement, as follows.

II. DEFINITIONS

As used in this Retailer Class Settlement Agreement, the following terms have the meanings specified below:

1. “Bar Date” means the final time and date by which: (i) a Class Membership Form and/or Claim Form must be received by the Settlement Administrator in order for certain Retailer Settlement Class Members to be entitled to recover the benefits described in this Settlement Agreement; (ii) any objection to the Retailer Settlement Agreement must be filed and served pursuant to the terms of this Settlement Agreement; and (iii) any request to be excluded from the Retailer Settlement Class must be sent to the Settlement Administrator pursuant to the terms of this Settlement Agreement. The Bar Date shall be 150 calendar days

after the Notice Date or the date otherwise set forth in the Preliminary Approval Order entered by the Court. 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 Settlement Website administered by the Settlement Administrator shall be promptly updated to reflect any extension of the Bar Date.

2. "Class Counsel" for purposes of this Agreement means 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.

3. "Class Period" means the time period for which purchases of Defendants' 303 THF Products from the Retailer Defendants are included in the Retailer Class Settlement for purposes of Class Membership Forms and determinations pursuant to the Plan of Allocation, that time period is December 1, 2013, through the present.

4. "Class Membership Period" means the time period from the Notice Date through

the Bar Date, which is the time period that Retailer Settlement Class Members will have to determine if they wish to stay in the Retailer Settlement Class and, where necessary, file a Class Membership Form, and, where desired, file a Claim Form as contemplated by the Plan of Allocation and this Retailer Settlement Agreement.

5. “Consolidated Class Action Complaint” means the Plaintiffs’ First Amended Consolidated Class Action Complaint, filed in this Action on January 29, 2021, as well as any subsequent Amended Consolidated Complaint filed by Plaintiffs in this Action.

6. “Court” means the United States District Court for the Western District of Missouri, Western Division.

7. “Effective Date” means the date on which the Judgment and Order of Dismissal becomes Final. As used in this definition, the term "Final" means ten calendar days after all of the following conditions have been satisfied:

- a. the Court enters a Judgment and Order of Dismissal against Retailer Defendants pursuant to Section IX of this Settlement Agreement; and
 - b. either: (i) 30 days have passed after entry of the Judgment and Order of Dismissal and no appeal is taken after the judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the Judgment and Order of Dismissal or to toll the time for appeal of the Judgment and Order of Dismissal; or (ii) all appeals, reconsideration, rehearing, or other forms of review and potential review of the Court's Judgment and Order of Dismissal are exhausted, and the Judgment and Order of Dismissal is upheld without any material modification of the terms of this Settlement Agreement.
8. “Event of Termination” means any event terminating the Settlement Agreement

pursuant to its terms and conditions, including but not limited to: (i) mutual written agreement of the Parties to terminate the Settlement Agreement; (ii) the Court denying any motion for preliminary or final approval of the Settlement, except when denial is based on the Court's disapproval of the proposed method for providing notice to the Retailer Settlement Class; and, (iii) any reviewing court reversing the Court's orders approving preliminary or final approval of the Settlement. Upon an Event of Termination, the Parties shall return to their respective positions as they were on the date this Settlement Agreement was signed.

9. "Fee and Expense Award" means the attorneys' fee and expense award Ordered by the Court, as further discussed in paragraphs 49 and 50, below.

10. "Final Fairness Hearing" means the hearing that is to take place after entry of the Preliminary Approval Order and after the Notice Date for purposes of: (i) entering the Judgment and Order of Dismissal as to Retailer Defendants with prejudice; (ii) determining whether to Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Retailer Settlement Class Members; and (iii) ruling upon an application by Class Counsel for an award of attorneys' fees and expenses.

11. "General Equipment Damage Claim Value" means the Settlement Administrator's determination for each Qualified Retailer Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 47(b).

12. "Judgment and Order of Dismissal" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Retailer Settlement, in substantially the form of Exhibit B attached hereto, or such other substantially similar form agreed to by the Settling Parties.

13. "Long Form Retailer Settlement Notice" (also referred to as "Long Form Notice") means the long form notice of settlement substantially in the form attached hereto as

Exhibits D.-

14. “Manufacturer Defendants” means Smitty’s Supply, Inc. (“Smitty’s”) and CAM2 International, LLC (“CAM2”).

15. “Net Retailer Class Settlement Fund” means the Retailer Class Settlement Fund less: (i) Class Notice and Administration Expenses; (ii) the amount of the Fee and Expense Award and any Plaintiffs’ class representative incentive award to the extent allowed by the Court; (iii) any other fees or expenses approved by the Court.

16. “Notice Date” means the date on which the Settlement Administrator first publishes notice pursuant to Section VII of this Settlement Agreement.

17. “Parties” means Plaintiffs and Retailer Defendants.

18. “Person” means a natural person, individual, corporation, partnership, limited partnership, association, pension fund, mutual fund, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, beneficiaries, trustees, or assignees, and any other entity on behalf of whom the person has a legal right to make or release a claim.

19. “Plaintiffs” means the persons identified in Appendix “A” to this Settlement Agreement, each of whom is a putative class member in the litigation.

20. “Plaintiffs’ Counsel” means Lead Counsel and any counsel who appeared on behalf of Plaintiffs in the Action.

21. “Plan of Allocation” means a plan or formula of allocation pursuant to which the Net Settlement Fund shall be distributed to Retail Settlement Class Members. The proposed Plan of Allocation is set forth in paragraph 47 of this Settlement Agreement. The Plan of

Allocation is subject to approval by the Court and also subject to change, as approved and/or ordered by the Court. The Released Parties shall have no responsibility or liability with respect to the Plan of Allocation.

22. “Preliminary Approval Order” means the order requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Retailer Settlement Agreement, in substantially the form of Exhibit A attached hereto, or such other substantially similar form agreed to by the Settling Parties. Plaintiffs will file a motion for preliminary approval of the settlement within ten days of execution of this Settlement Agreement.

23. “Qualified Retailer Settlement Class Member” means and includes: (i) a Retailer Settlement Class Member, as defined below, for whom the Settlement Administrator has been provided by Defendants a name, mailing address, and information reflecting the brand, number and size of 303 THF Product units purchased during the Class Period; and (ii) a Retailer Settlement Class Member, as defined below, who timely submits a fully completed and valid Class Membership Form. A Qualified Retailer Settlement Class Member is also eligible to submit a Repairs/Parts/Specific Equipment Damage Claim Form. Each Qualified Retailer Settlement Class Member shall be entitled to participate in an award from monies in the Net Settlement Fund, pursuant to the Plan of Allocation. The Settlement Administrator shall maintain a record of each payment made to a Qualified Retailer Settlement Class Member.

24. “Released Claims” means the claims released in Section VI of this Settlement Agreement.

25. “Released Parties,” means Retailer Defendants and each of their respective affiliates, divisions, subsidiaries, and assigns; nothing in this definition or Retailer Settlement Agreement is meant to or shall be interpreted to release, apply to, or settle, or compromise, in any way Plaintiffs’ and/or Retailer Settlement Class Members’ claims against other entities,

parties or Defendants, including Manufacturer Defendants Smitty's Supply, Inc. and CAM2 International, LLC.

26. "Releasing Parties" means Plaintiffs and Retailer Settlement Class Members, including their respective partners, agents, representatives, heirs, executors, personal representatives, successors and assigns.

27. "Repairs/Parts/Specific Equipment Damage Claim Form" (also referred to as "Claim Form") means the form attached hereto as Exhibit G, to be made available to Settlement Class Members.

28. "Repairs/Parts/Specific Equipment Damage Claims Review Process" means the process set forth in Exhibit I for reviewing claims made by Retailer Settlement Class Members for the costs of equipment repairs, costs of parts purchases, and/or specific damage to equipment which the Retailer Settlement Class Member contends resulted from, in whole or in part, the use of the Manufacturer Defendants' 303 THF Products.

29. "Repairs/Parts/Specific Damage Claim Value" means the Settlement Administrator's determination for each Qualified Retailer Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 47(c).

30. "Request for Correction Form" (also referred to as "Correction Form") means the form attached hereto as Exhibit H, to be made available to those Settlement Class Members for whom purchase information exists.

31. "Retailer Defendants" shall mean TSC, Orscheln, Rural King, and Atwood, together with their respective affiliates, divisions, subsidiaries, and assigns.

32. "Retailer Defendants' Counsel" shall mean Nikki Cannezzaro and Joseph Swift.

33. "Retailer Class Settlement Fund" is defined in paragraph 44, below.

34. "Retailer Settlement" and "Retailer Settlement Agreement" mean the settlement

embodied in the terms and conditions of this Retailer Class Settlement Agreement.

35. “Retailer Settlement Class” means 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 any of the Retailer Defendants in the United States at any point in time from December 1, 2013 to present, excluding those persons and/or entities who only purchased Super S Supertrac 303 Tractor Hydraulic Fluid in Missouri. Also excluded from the Retailer Settlement Class are Retailer Defendants, including any parent, subsidiary, affiliate or controlled person of Retailer Defendants; Retailer 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.

36. “Retailer Settlement Class Member” means a Person who falls within the definition of the Retailer Settlement Class and has not timely and validly elected to be excluded from, or opt out of, the Retailer Settlement Class in accordance with the terms and conditions of this Retailer Settlement Agreement and the Preliminary Approval Order.

37. “Retailer Settlement Class Membership Form” (also referred to as “Class Membership Form”) means the document substantially in the form attached hereto as Exhibit C, which may be modified to meet the requirements of the Settlement Administrator, pursuant to which eligible Retailer Settlement Class Members can elect to seek to become a member of the Retailer Settlement Class and be eligible for the benefits described in this Settlement Agreement.

38. “Settlement Administrator” means the qualified third party selected by the Parties and approved by the Court in the Preliminary Approval Order to administer the Settlement, including providing notice to the Retailer Settlement Class, processing claims, and

distributing the Class Settlement Fund, all pursuant to the terms and conditions of this Retailer Settlement Agreement and the Court's Preliminary Approval Order. The Parties agree to recommend that the Court appoint RG/2 Claims Administration LLC as the Settlement Administrator. If RG/2 Claims Administration LLC becomes unable to fulfill that role or the Parties agree otherwise, the Parties may recommend a different proposed Settlement Administrator.

39. "Settling Parties" means Plaintiffs and Retailer Defendants.

40. "Total Claim Value" means the Settlement Administrator's determination for each Qualified Retailer Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 47(a).

III. MOTION FOR PRELIMINARY APPROVAL

41. **Stay of Prosecution of Claims Against Retailer Defendants in Action.** Upon the Signing of this Settlement Agreement, the Parties agree to stay all pending deadlines and proceedings in the Action -- related only to prosecution of claims against Retailer Defendants -- except those proceedings necessary to carry out or enforce the terms and conditions of this Retailer Settlement Agreement and to secure the Preliminary Approval Order and Judgment and Order of Dismissal from the Court. The agreed stay shall be lifted automatically upon an Event of Termination pursuant to the terms of this Retailer Settlement Agreement. Nothing in this Retailer Settlement shall be interpreted as preventing continued prosecution and commencement of claims against the Manufacturer Defendants in this Action or any other actions. Retailer Defendants agree to cooperate by providing information, documents, and witness testimony requested in the continuing Class Actions against Manufacturing Defendants and relevant to the issues therein and acknowledge that is a material term of this settlement. Plaintiffs agree to work with Retailer Defendants in identifying the relevant information, documents, and witness

testimony and also in obtaining such information without the need of subpoena.

42. **Motion for Preliminary Approval.** Within ten (10) days following the signing of this Settlement Agreement by all Parties, Class Counsel shall move the Court to preliminarily approve the Retailer Settlement and enter the Preliminary Approval Order substantially in the form attached hereto as Exhibit A. Pursuant to that motion for preliminary approval, Plaintiffs will request that the Court:

- a. approve the Notice and Administration Plan contained herein and attached as Exhibit J, including the Long Form Notice, Summary Notice, and Mailed Class Notice substantially in the forms attached hereto as Exhibit D, Exhibit E and Exhibit F, respectively, and find that the notice plan established pursuant to this Retailer Settlement Agreement, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23;
- b. approve the proposed Plan of Allocation, a timetable for submission of Class Counsel's request for incentive awards for Class Representatives and request for attorneys' fees, costs and expenses, the date and time of the settlement hearing, the right to appear and the settlement hearing, and the right to object to or request exclusion from the Retailer Settlement Class;
- c. find that the requirements for provisional certification of the Retailer Settlement Class have been satisfied, appointing Plaintiffs identified on Appendix A to the Settlement Agreement as the representatives of the Retailer Settlement Class, and Class Counsel as counsel for the Retailer Settlement Class, and preliminarily approving the Retailer Settlement as being within the range of reasonableness such that notice shall be provided pursuant to the terms of the Retailer Settlement

Agreement;

- d. schedule the Final Fairness Hearing approximately 180 days following the Notice Date to determine whether the Settlement should be finally approved as fair, reasonable, adequate and in the best interests of the Retailer Settlement Class Members, and to determine whether a Judgment and Order of Dismissal should be entered dismissing the Action as to the Retailer Defendants with prejudice;
- e. preliminarily approve the form of the Judgment and Order of Dismissal;
- f. approve appointment of RG/2 Claims Administration LLC as the Settlement Administrator;
- g. direct that notice of the Retailer Settlement and of the Final Fairness Hearing shall be provided to the Retailer Settlement Class pursuant to terms of this Settlement Agreement;
- h. approve the Class Membership Form, Claim Form, and Correction Form in substantially the form attached hereto as Exhibit C, G, and H, respectively, and provide that Retailer Settlement Class Members shall, where necessary, submit any Class Membership Forms, Claim Forms, and Correction Forms pursuant to the terms and conditions of this Settlement Agreement;
- i. provide that any objections by any Retailer Settlement Class Member to the certification of the Retailer Settlement Class for purposes of settlement, the proposed Retailer Settlement, or entry of the Judgment and Order of Dismissal, shall be submitted and heard, if appropriate, pursuant to terms and conditions set forth in this Retailer Settlement Agreement;
- j. provide that all Retailer Settlement Class Members shall be bound by the Judgment and Order of Dismissal dismissing the Action as to Retailer Defendants

with prejudice unless such potential members of the Retailer Settlement Class timely submit valid written requests for exclusion or opt out in accordance with the terms and conditions of this Retailer Settlement Agreement;

- k. establish a date by which the Parties shall file and serve all papers in support of the application for final approval of the Retailer Settlement and in response to any valid and timely objections; and
- l. enjoin Plaintiffs and Retailer Settlement Class Members, and any of them, from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against Retailer Defendants, pending the Final Fairness Hearing, however nothing in this Retailer Settlement or proposed Preliminary Approval Order shall be interpreted as preventing continued prosecution and commencement of claims against the Manufacturer Defendants in this Action or any other actions.

43. **Notice.** Within a reasonable time following entry of the Preliminary Approval Order, Notice shall be provided to the Retailer Settlement Class pursuant to Section VII and Exhibits C through H, the Settlement Administration and Notice Plan attached hereto as Exhibit J, and/or in any other form and method required and/or approved by the Court.

IV. BENEFITS TO THE RETAILER SETTLEMENT CLASS

44. **Retailer Class Settlement Fund.** Retailer Defendants shall cause to be paid Seven Million Two Hundred Thousand Dollars (\$7,200,000.00) pursuant to Section VII.B hereof to settle any and all claims of the Retailer Settlement Class against the Retailer Defendants relating to the Retailer Defendants' distribution, marketing, or sales of Super S 303 Tractor Hydraulic Fluid, Super S Supertrac 303 Tractor Hydraulic Fluid, Cam2 Promax 303 Tractor Hydraulic Oil, and Cam2 303 Tractor Hydraulic Oil, including all claims made or that could have

been made in formal complaints filed against Retailer Defendants and obtain the release set forth in Section VI hereof. That amount shall establish a settlement fund (the "Retailer Class Settlement Fund").

45. The Retailer Class Settlement fund shall be applied as follows: (a) to pay all Class Notice and Administration Expenses (including, if necessary, distribution costs); (b) to pay the Fee and Expense Award, subject to the approval of the Court; (c) to pay any Class Representative incentive awards, subject to the approval of the Court; (d) to pay any other expenses as approved by the Court; and (e) after the Effective Date to distribute the Net Retailer Class Settlement Fund to Qualified Retailer Settlement Class Members pursuant to the Retailer Settlement Agreement and the Plan of Allocation, as approved by the Court. No amount of the Retailer Class Settlement Fund shall revert to the Retailer Defendants.

46. **Payments to Class Representatives.** Class Counsel and Plaintiffs will seek, and Retailer Defendants agree not to oppose, payment of a partial incentive award by Retailer Defendants of Five Hundred Dollars (\$500.00) each to Plaintiffs for their services as class representatives (sometimes referred to herein as the "Retailer Settlement Class Representatives"). The partial incentive awards, as approved by the Court and not to exceed Five Hundred Dollars (\$500.00) for each Class Representative, shall be paid out of the Class Settlement Fund. These amounts represent only partial incentive awards, and additional incentive awards will be requested for each Class Representative out of any eventual settlement or other recovery from the Manufacturing Defendants. Each Class Representative shall also be entitled to receive his/her/its award under the Plan of Allocation approved by the Court.

47. **Plan of Allocation.** The Net Retailer Class Settlement Fund shall be distributed to Qualified Settlement Class Members as follows:

- (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 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, excluding purchases of Super S Supertrac 303 made in Missouri. This is to provide 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. As noted, no credit shall be given to purchases of Super S Supertrac 303 in Missouri.
- (c) Repairs/Parts/Specific Damage Claim Value: Each Qualified Retailer 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, 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

Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts.

- (d) Each Qualified Retailer Settlement Class Member will receive a pro rata share of the portion remaining in the Retailer Settlement Class Fund, as referenced above, based on his/her/its Total Claim Value. Note that the Total Claim Value of all Qualified Retailer Settlement Class Members may 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.
- (e) Upon the Effective Date and thereafter, and in accordance with the terms of the Retailer Settlement Agreement, 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 Retailer Settlement Fund shall be distributed to Qualified Retailer Settlement Class Members, subject to and in accordance with Section VII.F., below.

48. **Sales Practices and Injunctive Relief.**

- a. **No Sale of "303" THF Products.** Retailer Defendants agree 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.
- b. **Injunctive Relief.** Retailer Defendants agree to monitor the quality of the tractor hydraulic fluid sold in its retail stores. Retailer Defendants will reasonably review customer complaints to identify problems with tractor hydraulic fluid products. The Retailer Defendants will also reasonably 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.

V. **EXPENSES AND FEES OF CLASS COUNSEL**

49. Expenses of Class Counsel. Plaintiffs will seek for purposes of this Retailer Settlement Agreement only, and Retailer Defendants will not object to or encourage or assist any third parties to object to, the Court's Order awarding Class Counsel reimbursement of expenses already incurred in this case. Class Counsel's request for reimbursement of expenses to date will not exceed Four Hundred Thousand Dollars (\$400,000.00). Payment of Class Counsel's expenses, as Ordered by the Court, shall come out of the Retailer Class Settlement Fund.

50. Fees of Class Counsel. Plaintiffs will seek for purposes of this Settlement Agreement only, and Retailer Defendants will not object to or encourage or assist any third parties to object to, an award of attorneys' fees to Class Counsel in the amount of thirty percent (30%) of the Class Settlement Fund minus case expenses being reimbursed to Class Counsel, for an estimated total fee award of Two Million Forty Thousand Dollars (\$2,040,000.00). Class Counsel agree that their request for attorneys' fees will not exceed thirty percent (30%) of the Class Settlement Fund minus case expenses being reimbursed to Class Counsel. Payment of Class Counsel's fees, as Ordered by the Court, shall come out of the Class Settlement Fund.

51. Deadline for Filing Application for Fees and Expense. Class Counsel shall file an application for attorneys' fees no later than ten (10) business days before the Bar Date.

52. Settlement Not Conditioned on Award of Attorneys' Fees. This Retailer Settlement is not dependent upon the Court's approval of Plaintiffs' requests for an award of attorneys' fees or the particular attorneys' fees amounts sought by Plaintiffs. In the event the Court approves the Retailer Settlement but declines to award Class Counsel fees in the amount requested by Class Counsel, the Retailer Settlement will nonetheless be binding on the Parties and the Settlement Class Members.

53. Release and Discharge of Retailer Defendants for Fees and Expenses. Plaintiffs, Retailer Settlement Class Members and Class Counsel, and each of them, agree that

upon Retailer Defendants' compliance with the terms and conditions of this Retailer Settlement Agreement, Retailer Defendants will forever and finally have satisfied any and all obligations to Plaintiffs, Retailer Settlement Class Members and Class Counsel concerning payment of attorneys' fees, incentive awards, costs and expenses in the Action for the Released Claims, and will forever and finally be absolved, released and discharged of any liability whatsoever to Plaintiffs, Retailer Settlement Class Members and Class Counsel, and any of them, concerning attorneys' fees, costs and expenses in the Action for the Released Claims. It is further acknowledged and agreed that under no circumstances will Plaintiffs, Retailer Settlement Class Members or Class Counsel, or any of them, make any demand upon or prosecute any action against any of the Retailer Defendants based on, because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs made in accordance with this Settlement Agreement.

VI. RELEASES AND DISMISSAL OF ACTION

54. 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.

55. Covenant Not to Sue. The Releasing Parties agree and covenant not to institute any action or cause of action (in law, in equity or administratively), suit, debt, lien, or claim, known or unknown, fixed or contingent, in state or federal court, in arbitration, or with any state,

federal or local government agency or with any administrative or advisory body, which the Releasing Parties have or claim to have against any of the Released Parties arising out of the Released Claims, or assist others in so doing.

56. Opt Outs. Potential members of the Retailer Settlement Class who have timely and validly opted out of the Retailer Settlement pursuant to the terms and conditions of this Retailer Settlement Agreement and the Court's Preliminary Approval Order shall have no right to obtain any benefits of the Retailer Settlement and do not release any claims any of them have or may have against the Released Parties by operation of this Retailer Settlement Agreement.

57. Dismissal of Action as to Retailer Defendants with Prejudice. Upon entry of, and pursuant to, the Final Approval Order, the Action, including all individual cases consolidated therein, shall be dismissed as to the Retailer Defendants with prejudice. Class Counsel shall ensure that the Action is timely dismissed as to the Retailer Defendants with prejudice in accordance with the terms of this Retailer Settlement Agreement. Plaintiffs, all Retailer Settlement Class Members, and all persons acting on behalf of, or in concert or participation with, such Plaintiffs or Retailer Settlement Class Members, agree to refrain from bringing any lawsuit or class action individually or on behalf of Plaintiffs or Retailer Settlement Class Members for the Released Claims, seeking to certify a class that includes Plaintiffs or Retailer Settlement Class Members, or continuing to prosecute or participate in any previously filed and/or certified class action, in any lawsuit asserting any of the Released Claims against the Released Parties. Plaintiffs' and/or Retailer Settlement Class Members' claims as to all other entities, parties or Defendants, including Manufacturer Defendants, are not dismissed and shall be preserved.

58. Continuing Jurisdiction. The Court shall retain jurisdiction over the Parties to this Retailer Settlement Agreement with respect to the future performance of the terms of this

Retailer Settlement Agreement. In the event that any applications for relief are made arising out of or relating to this Retailer Settlement Agreement, such applications shall be made to the Court.

59. Settlement is Exclusive Remedy and Bar. Upon the Effective Date: (i) the Retailer Settlement Agreement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties against the Released Parties; and (ii) the Releasing Parties shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

VII. ADMINISTRATION OF THE SETTLEMENT, FINAL AWARDS, AND SUPERVISION AND DISTRIBUTION OF THE SETTLEMENT FUND

A. The Role of the Settlement Administrator

60. Administration of Settlement. The Settlement Administrator shall administer the Settlement in accordance with the terms and conditions of this Retailer Settlement Agreement and, without limiting the foregoing, shall:

- a. treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as strictly confidential, shall not use any of them for any purpose other than administration of the Settlement, and shall not disclose any such documents, communications or other information to any person or entity other than Class Counsel and Retailer Defendants' Counsel except as expressly provided for in this Settlement Agreement or by Court order;
- b. receive and process claim forms and other information submitted, opt-out and other requests from potential members of the Retailer Settlement Class to exclude themselves from the Settlement and provide to Class Counsel and Retailer Defendants' Counsel a copy thereof of said claims forms, supporting documents, and other information, as well as any opt-out and other requests from potential

members of the Retailer Settlement Class, within three (3) days of receipt. If the Settlement Administrator receives any claim forms, supporting documents, exclusion forms or other requests from Retailer Settlement Class Members to exclude themselves from the Settlement after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Retailer Defendants' Counsel with copies thereof.

61. Fees, Costs, and Expenses of Administrator. The Class Settlement Fund shall pay the

Settlement Administrator's reasonable costs, fees, and expenses of: (i) providing notice to the Settlement Class in accordance with the terms and conditions of this Settlement Agreement; and (ii) administering the Settlement in accordance with the terms and conditions of this Settlement Agreement. In the event that final approval of the Settlement is not granted, Retailer Defendants shall be solely responsible for the costs, fees, and expenses incurred by the Settlement Administrator, and neither Plaintiffs nor Class Counsel shall have any obligation to pay the Settlement Administrator for such costs, fees, and expenses.

B. Establishment of the Retailer Class Settlement Fund

62. Initial Payment to Establish Retailer Class Settlement Fund and Pay Settlement Administration Expenses. Within ten (10) days from the Court's entry of the Preliminary Approval Order, TSC shall cause the payment of an initial Five Hundred Thousand Dollars (\$500,000.00) to be made to the Settlement Administrator in order to establish the Retailer Class Settlement Fund and to cover the anticipated costs of Settlement Administration.

63. Remaining Payments to the Retailer Class Settlement Fund.

a. Within thirty (30) days of the Court's Preliminary Approval Order, but no earlier than July 1, 2021, TSC shall cause a second payment of Two Million Dollars

(\$2,000,000.00) to be made to the Settlement Administrator in the manner designated by the Settlement Administrator.

- b. Within thirty (30) days after the exhaustion of any appeals from the Court's Final Approval Order, TSC shall cause an additional Three Million One Hundred Thousand Dollars (\$3,100,000.00) to be paid to the Settlement Administrator in the manner designated by the Settlement Administrator.
- c. Within thirty (30) days after the exhaustion of any appeals from the Court's Final Approval Order, Atwood shall cause a total of One Million Dollars (\$1,000,000.00) to be paid to the Settlement Administrator in the manner designated by the Settlement Administrator.
- d. Within thirty (30) days after the exhaustion of any appeals from the Court's Final Approval Order, Rural King shall cause a total of Five Hundred Thousand Dollars (\$500,000.00) to be paid to the Settlement Administrator in the manner designated by the Settlement Administrator.
- e. Within thirty (30) days after the exhaustion of any appeals from the Court's Final Approval Order, Orscheln shall cause a total of One Hundred Thousand Dollars (\$100,000.00) to be paid to the Settlement Administrator in the manner designated by the Settlement Administrator.

64. Payments of Incentive Awards to Class Representatives. The Settlement Administrator shall pay each Class Representatives' Incentive Award, in the amount Ordered by the Court, out of the Retailer Class Settlement Fund and within five (5) business days of receipt of Retailer Defendants' payment of the amounts set forth in paragraph 63(b)-(e), above.

65. Payments of Class Counsel's Fees and Expenses. The Settlement Administrator shall pay Class Counsel's Fees and Expenses, in the amount Ordered by the Court,

out of the Retailer Class Settlement Fund and within five (5) business days of receipt of Retailer Defendants' payment of the amount set forth in paragraph 63(b)-(e), above.

C. Retailer Settlement Class Notice

66. Provision of Information to Settlement Administrator. As soon as possible and no later than thirty (30) calendar days after entry of the Preliminary Approval Order, Retailer Defendants shall provide to the Settlement Administrator, to the extent available, the full name and last known address (and email address, if available) of each Retailer Settlement Class Member and, where available, for each Retailer Settlement Class Member the number and size of the units of 303 THF Products purchased during the Class Period. Retailer Defendants will provide name, contact, and all other purchase information, if available, for any purchaser who utilized an Agriculture Tax Exemption and for any purchaser who was in any customer loyalty programs such as the Neighbors Program, Grow/Rewards Program, and any others.

67. Direct Mail Notice. As soon as possible but no later than sixty (60) calendar days after receipt of the information set forth in the immediately preceding paragraph, the Settlement Administrator shall mail by bulk mailing the Mailed Class Notice in substantially the form attached hereto as Exhibit F to the last known mailing address of each Retailer Settlement Class Member for whom such information is available. With respect to those Retailer Settlement Class Members for whom the Settlement Administrator has been provided contact information, the Class Notice shall include such purchase information and/or reference to a website where the complete purchase information can be viewed. The Mailed Class Notice shall also be provided by email for those Retailer Settlement Class Members for whom the Settlement Administrator has been provided email addresses. With respect to any possible Retailer Settlement Class Members for whom the Settlement Administrator does not have such purchase information for the 303 THF Products, the Long Form Class Notice and a Class Membership Form substantially

in the form attached as Exhibit C and D, respectively, shall be available on the website and also mailed upon request. The date on which the Settlement Administrator first publishes notice pursuant to paragraph 73, below, shall be the “Notice Date.”

68. Declaration of Mailing. Within ten (10) business days of the Bar Date, the Settlement Administrator shall submit a declaration to Class Counsel and Retailer Defendants’ Counsel verifying to whom direct mail notice was disseminated in a manner consistent with this Retailer Settlement Agreement and any applicable Court Order.

69. Directed Mail Notice Returned as Undeliverable. For any initial direct mail notice that is returned as undeliverable within twenty-one (21) calendar 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.

70. Settlement Administrator Mailing Address and E-mail Address. Within thirty (30) days after entry of the Preliminary Approval 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, opt-out notices, and any other correspondence related to the Retailer Settlement; and (ii) establish a unique, case-specific e-mail address for online receipt of Class Membership Forms, opt-out notices, and any other correspondence related to the Retailer Settlement.

71. Retailer Settlement Website. Within thirty (30) days after entry of the Preliminary Approval 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 Retailer Settlement Agreement, and

Class Membership Form, and, when filed, Class Counsels' motions for attorneys' fees, costs, and for incentive awards for the Class Representatives; (ii) will post any subsequent notices agreed upon by the Parties and approved by the Court; and (iii) allows Retailer Settlement Class Members to submit Class Membership Forms and supporting documentation. This website shall be referred to as the "Settlement Website."

72. Toll-Free Settlement Phone Number. Within thirty (30) days after entry of the Preliminary Approval Order, but no later than the Notice Date, the Settlement 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 Retailer Settlement may be reviewed on the Settlement Website.

73. Publication Notice. The date on which the Settlement Administrator first publishes notice in one of the print, digital, radio, or television publications listed below shall be the "Notice Date." Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Summary Class Notice in substantially the form attached hereto as Exhibit E to be published in accordance with the Settlement Administration and Notice Plan attached hereto as Exhibit J. Notice shall also be published electronically, in printed newspapers, by radio and television, digitally, and in store at Retailer Defendants' stores (with a notice where the tractor hydraulic fluid is sold). The Parties have worked with the Settlement Administrator to develop and present to the Court a proposed plan for notice by publication that achieves the appropriate notice, and that plan is included in Exhibit J hereto. In the event the Court does not approve the method and/or scope of notice initially presented by the

Parties, the Parties agree to make additional proposed notice suggestions to the Court and to be bound by the Court's decisions.

74. Class Notice shall also be posted from the Notice Date to the Bar Date in all Retailer Defendants' stores, with said notice being posted in an area where the tractor hydraulic fluid is sold. The content of said notice shall be agreed to by the Parties. In the event the Parties cannot agree, the dispute will be submitted to the Court to decide.

75. **Declaration of Settlement Administrator.** Prior to the filing of the motion seeking preliminary approval of the Settlement, the Settlement Administrator shall provide to the Parties' counsel a written declaration in a form that is appropriate for submission to the Court describing the notice to be provided to the Retailer Settlement Class as set forth in this Settlement Agreement and on the Notice Plan attached hereto as Exhibit J, together with a detailed written explanation supporting the adequacy and appropriateness of the notice under Fed. R. Civ. P. 23 and any other applicable law.

D. Class Membership and Claims Process

76. **Potential Claimants and Qualified Retailer Settlement Class Members.** Each Retailer Settlement Class Member who does not timely and validly request exclusion from the Retailer Settlement Class in the manner required by this Settlement Agreement (a Retailer Settlement Class Member, as defined above) shall be entitled to participate in the Retailer Settlement Plan of Allocation approved by the Court, and shall be bound by the Release set forth herein. Each Qualified Retailer Settlement Class Member shall be entitled to participate in an award from monies in the Net Settlement Fund, pursuant to the Plan of Allocation. The Settlement Administrator shall maintain a record of each and every payment made to a Qualified Retailer Settlement Class Member. A Retailer Class Member's Class Membership Form and Claim Form can be supplemented or amended prior to the submission deadline. Class

Membership Forms and Claim Forms will be made readily available by mail and/or electronic means by the Settlement Administrator as required by this Retailer Settlement Agreement and upon request.

77. No Class Membership Form Required for Retailer Settlement Class Members for Whom Retailer Defendants Have Mailing Address and Purchase Information. Retailer Settlement Class Members for whom the Settlement Administrator has information from Retailer Defendants reflecting the brand, number and size of the 303 THF Product units purchased or the fact or purchase of a 303 THF Product by that Retailer Settlement Class Member during the Class Period shall not be required to submit a Class Membership Form to be eligible to receive reimbursement from any monies in the Net Settlement Fund pursuant to the Plan of Allocation at the conclusion of this litigation. Each such Retailer Settlement Class Member, if that Retailer Settlement Class Member does not timely and validly object to, or request exclusion from, the Retailer Settlement as required in this Retailer Settlement Agreement, shall automatically be entitled at the conclusion of this litigation to participate in any monetary award calculated pursuant to the Plan of Allocation.

78. Class Membership Forms Required for all Other Retailer Settlement Class Members. Retailer Settlement Class Members for whom the Settlement Administrator does not have information from the Retailer Defendants reflecting the brand, number and size of the 303 THF Product units purchased or the fact of purchase of at least one 303 THF Product by that Retailer Settlement Class Member during the Class Period must submit a valid Class Membership Form to be a Qualified Retailer Settlement Class Member and be eligible to receive an award from the Net Settlement Fund pursuant to the Plan of Allocation at the conclusion of this litigation. The Class Membership Form, in the form attached hereto as Exhibit C, must be submitted via United States mail, fax, e-mail, or the Settlement Website no later than the Bar

Date.

79. Method of Class Membership Form and Repairs/Parts/Specific Equipment Damage Claim Form Submission. In order to file a Class Membership Form and/or Claim Form, a Retailer Settlement Class Member must submit a fully completed Class Membership Form and/or Claim Form to the Settlement Administrator by: (a) United States mail to the address specified by the Settlement Administrator; (b) fax to the number specified by the Settlement Administrator; (c) e-mail to the e-mail address specified by the Settlement Administrator; or (d) through the Settlement Website. All Class Membership Forms and Claim Forms must be submitted by the Bar Date. Any Class Membership Form and any Claim Form postmarked after the Bar Date shall, in the discretion of the Settlement Administrator, be deemed untimely and denied as invalid for purposes of the Retailer Settlement.

E. Class Membership Form and Claim Form Review

80. Settlement Administrator Review of Class Membership Forms and Claim Forms. At the conclusion of the litigation, the Settlement Administrator, together with Class Counsel and Retailer Defendants' Counsel, shall determine whether each Class Membership Form and each Claim Form meets the requirements set forth in this Retailer Settlement Agreement, and the amount, if any, to be allowed for each claim for relief. Class Membership Forms and Claim Form that do not meet the terms and conditions of this Retailer Settlement Agreement shall be rejected. The Settlement Administrator shall notify the person and/or entity through the mailing address provided in the Class Membership Form and/or Claim Form of rejection of any claims. Class Counsel and Retailer Defendants' Counsel shall be provided with copies of all such notifications. The Settlement Administrator may contact a Retailer Settlement Class Member to obtain additional information or supporting documentation if a Class Membership Form and/or Claim Form is incomplete.

81. Rejection of Fraudulent and Duplicate Class Membership Form. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Class Membership Forms, including, but not limited to, crosschecking claim information against the information supplied by Retailer Defendants regarding number of purchases at each store location. Where a good faith basis exists, the Settlement Administrator may reject a Retailer Settlement Class Member's Class Membership Form for, among other reasons, the following:

- a. the Retailer Settlement Class Member purchased solely from sellers other than Retailer Defendants and/or the information supplied by the Retailer Settlement Class Member is not credible;
- b. failure to fully complete or sign the form;
- c. illegible form
- d. fraudulent form;
- e. duplicative form;
- f. the person submitting the form is not a Retailer Settlement Class Member;
- g. failure to submit the form by the Bar Date; and/or
- h. the form otherwise does not meet the requirements of this Retailer Settlement Agreement.

The Settlement Administrator may consult with Class Counsel and/or Retailer Defendants' Counsel in evaluating Class Membership Form under this paragraph.

82. Failure to Submit Class Membership Form. Any Retailer Settlement Class Member for whom Retailer Defendants do not have 303 THF Product purchase information and who fails to submit a fully completed Class Membership Form by the Bar Date shall be forever barred from receiving any monetary benefit pursuant to this Retailer Settlement Agreement, but

shall in all other respects be bound by all of the terms of this Retailer Settlement Agreement including the terms of the Final Approval Order and Judgment to be entered and the releases provided for herein, and will be barred from bringing any action against any of the Released Parties concerning any of the Released Claims. Notwithstanding the foregoing, however, such Retailer Settlement Class Member is not barred from submitting a claim or participating in any recovery from the ongoing claims against the Manufacturing Defendants.

83. Right to Inspect Claim Documents. Class Counsel, Retailer Defendants' Counsel and Retailer Defendants shall have the right to inspect the Class Membership Forms, Claim Forms, Request for Correction Forms, and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

84. No Liability for Settlement Administration. No person shall have any claim against Retailer Defendants, Retailer Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, or the Settlement Administrator based on any Class Membership determinations or distributions made in accordance with this Retailer Settlement Agreement.

F. Distribution of Retailer Settlement Class Fund

85. At a time after Final Approval by the Court and approval of the Retailer Settlement Fund Plan of Allocation, the Settlement Administrator shall calculate the awards to be made to Qualified Retailer Settlement Class Members substantially in accordance with the Plan of Allocation and as approved by the Court.

86. Other than in the event of the termination of the Settlement Agreement as provided herein, Retailer Defendants shall not have a reversionary interest in the Net Settlement Fund. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the initial date of distribution of the Net Settlement Fund, such funds shall be paid to the Cy Pres recipient selected by Class Counsel and approved by the Court.

87. No Payments if Retailer Settlement Not Approved or Terminated. If the Retailer Settlement is not approved, if for any reason the Effective Date does not occur, or if the Settlement is terminated pursuant to the terms and conditions of this Retailer Settlement Agreement, no payments or distributions to Retailer Settlement Class Members of any kind shall be made pursuant to this Settlement Agreement.

VIII. OBJECTIONS AND OPT-OUTS

A. Objections to the Settlement

88. Objecting to the Settlement. Any Retailer Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Retailer Settlement must, no later than the Bar Date or the deadline for submitting objections otherwise set forth in the Court's Preliminary Approval Order: (i) file a written objection with the Court either by mailing it to Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, or by filing it 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 Settlement Agreement.

89. Content of the Objection. In the written objection, the Retailer Settlement Class Member must list the 303 THF Products purchase information required on the Class Membership Form, state the Retailer Settlement Class Member's full name, current address, telephone number, the reasons for the objection, whether he, she, or it 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 Retailer Settlement Class Member 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 Settlement.

90. Appearance at Fairness Hearing. 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 Settlement 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.

B. Requests for Exclusion from the Settlement

91. Opting Out of the Settlement. Retailer Settlement Class Members may elect to be excluded from the settlement (opt out), thereby relinquishing their rights to benefits under the Retailer Settlement. Retailer Settlement Class Members wishing to opt out of the Retailer Settlement must send a written request to be excluded from the Retailer Settlement to the Settlement Administrator by fax, United States mail, e-mail, or electronically via the Settlement Website on or before the Bar Date or the opt-out deadline otherwise provided in the Court's Preliminary Approval Order. 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 or the opt-out deadline otherwise provided in the Court's Preliminary Approval Order. 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. Retailer Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Bar Date or the date otherwise specified in the Court's Preliminary Approval Order shall be bound by all terms of this Settlement Agreement and the Final Approval Order, regardless of whether they have requested exclusion from the Settlement.

92. Content of Opt-Out Notice. The request to be excluded from the Retailer Settlement Class must include the Retailer Settlement Class 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 Settlement Agreement.

93. Effect of Submitting a Valid Opt-Out Notice. Any potential member of the Retailer Settlement Class who submits a valid and timely request for exclusion or opt out of the Retailer Settlement Class may not file an objection to the Retailer Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. Potential members of the Retailer Settlement Class who opt out of the Retailer Settlement will not release their claims against the Released Parties by operation of this Retailer Settlement Agreement. No Retailer Settlement Class Member or potential member may, at this time, opt out of the ongoing litigation against the Manufacturer Defendants, which is not being released or resolved by this Retailer Settlement Agreement.

94. Reporting Opt-Outs. Not later than three (3) business days after the deadline for submission of requests for exclusion or opt out, the Settlement Administrator shall provide to Class Counsel and Retailer Defendants' Counsel a complete opt-out list together with copies of

the opt-out requests.

95. Opt-Outs Cannot Object. Potential members of the Retailer Settlement Class who opt out of the Retailer Settlement shall not have standing to object to the settlement.

96. Termination Based on Opt-Outs. Notwithstanding any other provision of this Settlement Agreement, if two thousand (2,000) or more Retailer Settlement Class Members opt out of the Settlement, Retailer Defendants, in their sole discretion, may rescind and revoke the entire Retailer Settlement and this Settlement Agreement, thereby rendering the Retailer Settlement null and void in its entirety. In order to exercise this right, Retailer Defendants must send written notice to Class Counsel that Defendants revoke the Settlement pursuant to this paragraph within ten (10) business days following the date the Settlement Administrator reports to Class Counsel and Defense Counsel a number and identity of the opt outs that exceeds 2,000. Such a written notice to revoke the Settlement pursuant to this paragraph shall constitute an Event of Termination.

IX. FINAL REPORT AND FAIRNESS HEARING

97. Final Approval of Retailer Settlement. On the date set forth in the Preliminary Approval Order, a Final Fairness Hearing shall be conducted to determine final approval of the Retailer Settlement.

98. Report of Settlement Administrator. Within the time period established by the Court, the Settlement Administrator shall serve on counsel for the Parties a declaration verifying that the notice required by this Retailer Settlement Agreement and Preliminary Approval Order has been completed in accordance with their terms, and provide a report stating: (i) the total number of notices mailed to the Retailer Settlement Class Members; (ii) the number of Class Membership Forms received; and, (iii) a list of the valid exclusion requests received by the Settlement Administrator pursuant to this Retailer Settlement Agreement, including the name

and address of each member who validly requested exclusion..

99. Request for Final Approval and Responses to Any Objections. If the Retailer Settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, no later than ten (10) business days prior to Final Fairness Hearing, or on another date established by the Court, the Parties shall both request, individually or collectively, that the Court enter the Final Approval Order in substantially the form attached hereto as Exhibit B, with Class Counsel filing a memorandum of points and authorities in support of the request. Counsel for the Class and Retailer Defendants may file a memorandum addressing any objections submitted to the Settlement. Any list of potential members of the Retailer Settlement Class who elect to opt out of the Retailer Settlement that is to be filed as part of the final approval process shall be filed with the Court under seal.

100. Final Fairness Hearing. At the Final Fairness Hearing, the Court will consider and determine whether the provisions of this Retailer Settlement Agreement should be finally approved, whether the Settlement should be finally approved as fair, reasonable and adequate, whether any objections to the Settlement should be overruled, whether the fee award and incentive payments to the Class Representatives should be approved, and whether a judgment finally approving the Settlement should be entered.

101. Final Approval Order. This Retailer Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

- a. finds that the notice provided satisfies the requirements of due process and Fed. R. Civ. P. 23(e)(1);
- b. finds that Retailer Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;

- c. finds that the Settlement Agreement is fair, reasonable and adequate to the Retailer Settlement Class, that each Retailer Settlement Class Member shall be bound by this Agreement, including the release and the covenant not to sue set forth in this Settlement Agreement, and that this Settlement Agreement should be and is finally approved;
- d. dismisses on the merits and with prejudice the Action against Retailer Defendants, with each Party waiving all rights to appeal and waiving all rights to seek reimbursement of attorneys' fees or costs (except as expressly provided in this Settlement Agreement);
- e. permanently enjoins each and every Retailer Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against any of the Released Parties; and,
- f. retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement.

X. SCOPE AND EFFECT OF CERTIFICATION OF SETTLEMENT CLASS

102. Certification of Settlement Class for Settlement Purposes Only. For purposes of settlement only, the Parties and their counsel agree that the Court should make preliminary findings and enter the Preliminary Approval Order substantially in the form attached at Exhibit A granting provisional certification of the Retailer Settlement Class subject to final findings and ratification in the Judgment and Order of Dismissal, and appointing Plaintiffs as the representatives of the Settlement Class and Class Counsel as counsel for the Retailer Settlement Class. Provided, however, Retailer Defendants do not consent to certification of the Retailer Settlement Class for any purpose other than to effectuate this Settlement. Retailer Defendants deny that Plaintiffs' claims could be certified as a class action if this case were to proceed in

litigation. Retailer Defendants contend, among other deficiencies, that Plaintiffs' proposed class is not ascertainable, that individual issues predominate over any common ones, and that a class action would be neither superior nor manageable. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Retailer Defendants do not oppose, and agree to, certification of the Retailer Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3). Certification of the Retailer Settlement Class for settlement purposes only shall not be deemed a concession or admission that certification of a litigation class would be appropriate. Retailer Defendants reserve the right to challenge class certification in any other action, and also reserve the right to challenge class certification in any further proceedings in this Action if the Settlement is not finalized or finally approved.

103. Discovery Relevant to Claims in Continuing Class Actions Against Manufacturer Defendants. Retailer Defendants agree to cooperate by providing truthful and accurate information, documents and witness testimony relevant to the issues in the continuing Class Actions against Manufacturing Defendants and acknowledge that it is a material term of this Settlement Agreement. Plaintiffs and Retailer Settlement Class Members agree to work with Retailer Defendants in identifying the relevant information, documents and witness testimony and also in obtaining such information without the need of subpoena.

104. Return to Status Quo. If this Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, the order certifying the Retailer Settlement Class for purposes of effectuating this Retailer Settlement Agreement, and any and all preliminary and final findings regarding class certification shall be void, no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings involving any of the Retailer Defendants, the Action shall proceed as though the Retailer Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the

Action shall return to the procedural status quo ante settlement.

105. Material Modification of Settlement. In the event the terms or conditions of this Retailer Settlement Agreement, other than terms pertaining to attorneys' fees, costs, expenses, and incentive awards, are materially modified by any court, any party may declare this Settlement Agreement null and void in its sole discretion to be exercised within fourteen (14) days after receiving notice of such a material modification. For purposes of this paragraph, material modifications include, but are not limited to, any material modifications to the definitions of the Retailer Settlement Class, Retailer Settlement Class Members, Released Claims, Released Parties, Releasing Parties, changes to the notice plan and procedure described in this Settlement Agreement, and any material modifications to the terms of the settlement consideration described in paragraphs 44 through 48 of this Settlement Agreement.

XI. SETTLEMENT NOT EVIDENCE AGAINST SETTLING PARTIES

106. The provisions contained in this Settlement Agreement are not, and shall not be deemed to be, a presumption, concession or admission by Retailer Defendants of any alleged or asserted default, liability or wrongdoing as to any claims or allegations asserted, or which could have been asserted, in the Action, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used against any of the Retailer Defendants by any person in the Action, including Class Counsel, or in any other action or proceeding, whether civil, criminal or administrative. Retailer Defendants do not admit that they or any of the Released Parties has or have engaged in any illegal or wrongful activity or that any person has been harmed by reason of any of Retailer Defendants' alleged conduct or actions. Retailer Defendants do not consent to certification of the Retailer Settlement Class for any purpose other than solely to effectuate the Settlement of the Action.

XII. BEST EFFORTS

107. Class Counsel and counsel for Retailer Defendants shall take all necessary actions to accomplish approval of the Settlement, notice, and dismissal of the Action against Retailer Defendants. The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of the Settlement Agreement and the Settlement embodied herein, carrying out the terms of this Settlement Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

108. Each Party will cooperate with the other Parties in connection with effectuating the Settlement or the administration of claims thereunder. Any requests for cooperation shall be narrowly tailored and reasonably necessary for the requesting party to recommend the Settlement to the Court, and to carry out its terms.

XIII. MISCELLANEOUS PROVISIONS

109. Recitals. The recitals are contractual in nature and form a material part of this Settlement Agreement.

110. Entire Agreement. This Settlement Agreement and its accompanying Exhibits set forth the entire understanding of the Parties. No change or termination of this Settlement Agreement shall be effective unless in writing and signed by Class Counsel and Retailer Defendants' Counsel. Any and all previous agreements and understandings between or among the Parties regarding the subject matter of this Settlement Agreement, whether written or oral, are superseded by this Settlement Agreement.

111. Advice of Counsel. All of the Parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement

Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

112. Limitation of Waiver. The waiver by any Party of a breach of any term of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party. The failure of a Party to insist upon strict adherence to any provision of the Settlement Agreement shall not constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence.

113. Headings. The headings and paragraph titles in this Settlement Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

114. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The date of execution shall be the latest date on which any Party signs the Settlement Agreement.

115. No Construction against Drafter. This Settlement Agreement has been negotiated among and drafted by Class Counsel and Defense Counsel. To the extent there is any uncertainty or ambiguity in this Settlement Agreement, none of the Parties will be deemed to have caused any such uncertainty or ambiguity. Accordingly, this Settlement Agreement should not be construed favor of or against one Party as to the drafter.

116. Governing Law. This Agreement shall be governed by the laws of the State of Missouri without regard to choice of law principles.

117. Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including Plaintiffs and all Retailer Settlement Class Members, for purposes of the administration and enforcement of this Settlement

Agreement.

118. Notices. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and may be sent by electronic mail, fax, hand delivery, or United States mail postage prepaid, as follows:

If to Class Counsel:

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

If to all Retailer Defendants and/or only TSC, Orscheln and Rural King:

Nikki Cannezzaro
Franke Schultz & Mullen, PC
8900 Ward Parkway
Kansas City, MO 64114
F: 816.421.7915
ncannezzaro@fsmlawfirm.com

If to all Retailer Defendants and/or only Atwood:

Joseph Swift
Baker Sterchi Cowden & Rice LLC
100 North Broadway, 21st Floor
St. Louis, MO 63102
314.345.5055 (fax)
jswift@bscr-law.com

119. Fairness and Adequacy of Settlement. The parties believe that this Settlement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

120. CAFA Notice. Pursuant to the Section 3(b) of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b), Retailer Defendants' Counsel shall provide timely notice of this Settlement to all appropriate State and Federal officials.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the foregoing Settlement Agreement and Release.

By: Tom Bender
Tom Bender, Lead Class Counsel

Date: 6/23/21

By: _____
Representative of Orscheln

Date: _____

By: _____
Representative of Tractor Supply Company

Date: _____

By: _____
Representative of Rural King

Date: _____

By: _____
Representative of Atwood

Date: _____

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the foregoing Settlement Agreement and Release.

By: Tom Bender
Tom Bender, Lead Class Counsel

Date: 6/23/21

By: [Signature]
Representative of Orscheln

Date: 6-23-21

By: _____
Representative of Tractor Supply Company

Date: _____

By: _____
Representative of Rural King

Date: _____

By: _____
Representative of Atwood

Date: _____

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the foregoing Settlement Agreement and Release.

By: _____
Tom Bender, Lead Class Counsel

By: _____
Representative of Orscheln

Date: _____

Date: _____

By: NONI ELLISON
Noni Ellison (Jun 23, 2021 09:49 CDT)
Representative of Tractor Supply Company
General Counsel

By: _____
Representative of Rural King

Date: June 23, 2021

Date: _____

By: _____
Representative of Atwood

Date: _____

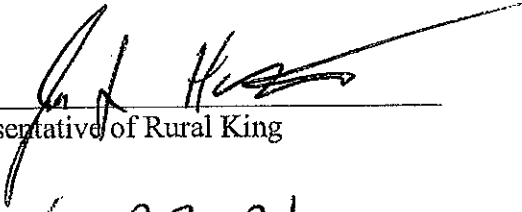
By: _____
Tom Bender, Lead Class Counsel

By: _____
Representative of Orscheln

Date: _____

Date: _____

By: _____
Representative of Tractor Supply Company

By:  _____
Representative of Rural King

Date: _____

Date: 6-23-21

By: _____
Representative of Atwood

Date: _____

By: _____
Tom Bender, Lead Class Counsel

By: _____
Representative of Orscheln

Date: _____

Date: _____

By: _____
Representative of Tractor Supply Company

By: _____
Representative of Rural King

Date: _____

Date: _____

By: W. Johnson
Representative of Atwood

Date: 06-23-2021

APPENDIX A

ALABAMA

<u>Name</u>	<u>Class Rep - State(s)</u>
David Campbell	Alabama
Eugene Fernandes	Alabama
Joe Jackson	Alabama
Robert Shane Morgan	Alabama
Kenneth Womack	Alabama
Tom Woods	Alabama

ARIZONA

Mark Engdahl	Arizona
Michael Gallegos	Arizona
Ben Monday	Arizona
Susan Whitehead	Arizona
Gary Dale	Arizona
Don Stephens	Arizona

ARKANSAS

Sean Buford	Arkansas
Donald Snyder	Arkansas
Jeffery (Jeff) Harrison	Arkansas
Kyle Boyd	Arkansas
William Anderson	Arkansas
Alan Hargraves	Arkansas
Donald Louis Herbert	Arkansas
Jeff Jones	Arkansas
Donald Baxter	Arkansas
Robert Brann	Arkansas
Ancel Matthew	Arkansas
Dwain Melvin	Arkansas
Jason Nicholson	Arkansas
Tim Nicholson	Arkansas
Randall Wolfe	Arkansas

CALIFORNIA

Jack Kimmich	California
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COLORADO

Ross Waterman	Colorado and Kansas
Roger Bickleman	Colorado
Jim Guire	Colorado
Larry Lempka	Colorado

CONNECTICUTT

Todd Carusillo	Connecticut
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FLORIDA

Charles Strickland	Florida
Thomas James Brett	Florida
John Raburn	Florida
Pete Rumore	Florida

GEORGIA

Anthony Shaw	Georgia
Rusty Shaw	Georgia
Cody Farner	Tennessee, Georgia, North Carolina
Cline (Tommy) Fricks	Georgia

ILLINOIS

Joshua Lesko	Illinois
Kyle Feldkamp	Illinois
Norman Fohne	Illinois
Steve Burgdorf	Illinois
Twin Mills Timber & Tie Co.; Keith Wilson	Illinois

INDIANA

Frank James	Indiana
Rick Hardin	Indiana
Bernard Rudd	Indiana
Mark White	Indiana

IOWA

Wayne Rupe	Iowa
Jason Klingenberg	Minnesota and Iowa
Russell Faubion	Iowa
Frank Stajcar	Iowa

KANSAS

Adam Sevy	Kansas
George (Butch) Bollin	Kansas
Terry Zornes	Kansas
Ross Waterman	Colorado and Kansas
Dave Seigel	Oklahoma and Kansas
Steve Bryant	Kansas and Oklahoma
Jeremy Erickson	Kansas
John Zelkie	Kansas

KENTUCKY

Dwayne Wurth	Kentucky
Kirk Egner	Kentucky
Ricky Peck	Kentucky
Tim Sullivan	Kentucky
Tracy Sullivan	Kentucky
Robert Kyle Wade	Kentucky

LOUISIANA

Pat Beaver	Louisiana
Charles Jarreau	Louisiana
Simon Vicknair	Louisiana

MAINE

Christopher Curtis	Maine
Harry Boynton	Maine
Donald Ouelette	Maine

MARYLAND

Vonda Moreland	Maryland
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MASSACHUSETTS

Cosimo Ferrante	Massachusetts
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MICHIGAN

Douglas Clough	Michigan
Michael Dahlke	Michigan
Craig Dow	Michigan

MINNESOTA

Jason Klingenberg	Minnesota and Iowa
Joe Asfeld	Minnesota
Brett Creger	Minnesota and North Dakota
Al Grahn	Minnesota
John Brown	Minnesota

MISSISSIPPI

Samuel Blakeney	Mississippi
Charles "Bubba" Woods	Mississippi
Tim Grissom	Mississippi and TN
Larry Pruden	Mississippi
James Still	Mississippi
Wayne Still	Mississippi

MISSOURI

Randy Vilela	Missouri
Ron Nash	Missouri and Oklahoma
Arno Graves	Missouri and Oklahoma
Gary Goodson	Missouri
Mark Hazeltine	Missouri
Dennis Irwin	Missouri

MONTANA

Tom Karnatz	Montana
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NEBRASKA

Jay Simpson	Nebraska
Gerald Lunkwitz	Nebraska
Brian Riessland	Nebraska
Ed Chauncey	South Dakota and Nebraska

NEVADA

Jeff Jacobson	Nevada
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NEW HAMPSHIRE

Alden Dill	New Hampshire
Joseph Griffiths	New Hampshire
Tim Towle	New Hampshire

NEW JERSEY

Jess Metzger	New Jersey
John Miller	New Jersey and New York

NEW MEXICO

Ruben Quiroga	New Mexico and Texas
Clyde Garduno	New Mexico

NEW YORK

Sawyer Dean	New York
Tammy Berry	New York
John Miller	New Jersey and New York
Lawrence G. Wachholder	New York

NORTH CAROLINA

Steve Upchurch	North Carolina
Justin Lemonds	North Carolina
William White	North Carolina
John Sigmon and Entities	North Carolina
Cody Farner	Tennessee, Georgia, North Carolina
Matthew Sickelton	North Carolina and Virginia

NORTH DAKOTA

Brett Creger	Minnesota and North Dakota
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OHIO

Brian Hayes	Ohio
Matt Ortner	Ohio
Robert Gosche	Ohio
Katter Farms	Ohio
Todd Mantz	Ohio
Doug Ronau	Ohio
Michael Perkins	Ohio
Robert Wood	Ohio

OKLAHOMA

Ron Nash	Missouri and Oklahoma
Arno Graves	Missouri and Oklahoma
Joe Pate	Oklahoma
Dave Seigel	Oklahoma and Kansas
Wayne Wells	Oklahoma
Steve Bryant	Kansas and Oklahoma

Lenora Musgrove

Oklahoma

PENNSYLVANIA

Kyle Minich	Pennsylvania
Joshua Farley	Pennsylvania
Edward Gower	Pennsylvania
Earnest Jenkins	West Virginia/PA
William Lehman	Pennsylvania
Bryan Minich	Pennsylvania
Ter Puskarick	Pennsylvania
Mark Schau	Pennsylvania
Dan Schilling	Pennsylvania
Robert Stanton	Pennsylvania
Russell Taylor	Pennsylvania
Wayne Truitt	Pennsylvania

SOUTH CAROLINA

Mike Ping	South Carolina
Eddie Chavis	South Carolina
George Kirven	South Carolina

SOUTH DAKOTA

Curtis Hoff	South Dakota
Leonard Saathoff	South Dakota
Ed Chauncey	South Dakota and Nebraska

TENNESSEE

William James	Tennessee
Jerry Terry	Tennessee
Will Dobson	Tennessee
Joe Duggin	Tennessee
Cody Farner	Tennessee, Georgia, North Carolina
Tim Grissom	Tennessee
Justin Mash	Tennessee
Stephen Payne	Tennessee

Kenneth Seever	Tennessee
Howard Stenbridge	Tennessee

TEXAS

Daniel Denton	Texas
Jacob Mabie	Texas
Stanley Richardson	Texas
Ruben Quiroga	New Mexico and Texas
Reginald Morris	Texas
Robbie Burklund	Texas
Andy Caldwell	Texas
Dan Henson	Texas
Harold "Bud" Jackson	Texas
Archie Jobe	Texas
Garry Jordan	Texas
James Kuempel	Texas
Kevin McFadden	Texas
Richard Pietila	Texas
James Ramsey	Texas
Cleavis Rosson	Texas

VIRGINIA

John Bartus, Jr.	Virginia
Robert Boone	Virginia
Cal Moore	Virginia
Chris Kirk -- NuCom Builders, LLC	Virginia
Matthew Sickelton	North Carolina and Virginia

WEST VIRGINIA

Clinton Curry	West Virginia
Roger Bias	West Virginia
Earnest Jenkins	West Virginia/PA
Terry White	West Virginia

WISCONSIN

Michael Hamm

Wisconsin

Russell Heise

Wisconsin

WYOMING

Dan Smith

Wyoming

EXHIBIT A

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

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

PRELIMINARY APPROVAL ORDER [PROPOSED]

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 _____, 2021, at ____ a.m./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. 9th 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. 9th 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 __ day of _____, 2021.

Hon. Stephen Bough
United States District Court Judge

EXHIBIT B

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

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

FINAL APPROVAL ORDER [PROPOSED]

WHEREAS, by order dated June ____, 2021, this Court granted preliminary approval of the proposed Retailer Class Action Settlement between the Plaintiffs and Retailer Defendants in the above-captioned action (the “Action”).

WHEREAS, the Court also provisionally certified a Retailer Settlement Class for settlement purposes only, approved the procedure for giving notice and forms of notice, and set a final fairness hearing to take place on _____, 2021. On that date, the Court held the duly noticed final fairness hearing to consider: (1) whether the terms and conditions of the Retailer Settlement Agreement and Release are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing with prejudice the claims of the named Plaintiffs and Retailer Settlement Class Members against Retailer Defendants, as set forth in the Second Amended Consolidated Complaint; and (3) Class Counsel’s motion for approval of attorney’s fees, expenses, and Class Representative partial incentive awards.

WHEREAS, the Court considered all matters submitted to it at the hearing and otherwise, and it appears that notice substantially in the form approved by the Court was given in the manner that the Court ordered.

WHEREAS, the settlement was the result of extensive arms-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. Counsel for the parties are highly experienced in this type of litigation, with full knowledge of the risks inherent in this Action. The extent of legal research as to the sufficiency of the claims and class certification, independent investigations by counsel for the parties, and the factual record compiled, suffices to enable the parties to make an informed decision as to the fairness and adequacy of the settlement.

WHEREAS, the Court has determined that the proposed settlement of the claims of the Retailer Settlement Class Members against Retailer Defendants, as well as the release of Retailer Defendants and the Released Parties (as that term is defined in the Retailer Settlement Agreement And Release), the significant benefits provided to the Retailer Settlement Class Members as described in the Retailer Settlement Agreement, and the award of attorneys' fees and expenses requested, and the partial incentive awards requested, are fair, reasonable and adequate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Retailer Settlement Agreement, including the exhibits thereto, is expressly incorporated by reference into this Final Order and Judgment and made a part hereof for all purposes. Except where otherwise noted, all capitalized terms used in this Final Order and Judgment shall have the meanings set forth in the Retailer Settlement Agreement.
2. The Court has personal jurisdiction over the Retailer Defendants and all Retailer Settlement Class Members, and has subject-matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Retailer Settlement Class, to settle and release all claims arising out of the transactions alleged in Plaintiffs' Second Amended Consolidated Complaint in the Action, and to dismiss the Retailer Defendants from this Action on the merits and with prejudice.
3. The Court finds, for settlement purposes only and conditioned upon the entry of this Final Order and Judgment Relating to Retailer Defendants and upon the occurrence of the

Effective Date, that the requirements for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied, for settlement purposes, in that: (a) the number of Retailer Settlement Class Members 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 they seek to represent for purposes of settlement; (d) the Plaintiffs have fairly and adequately represented the interests of the Retailer Settlement Class and will continue to do so, and the Plaintiffs have retained experienced counsel to represent them; (e) for purposes of settlement, the questions of law and fact common to the Retailer Settlement Class Members predominate over any questions affecting any individual Retailer Settlement Class Member; 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 rather than litigating, the Court need not consider manageability issues that might be presented by the trial of a statewide 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 considered, among other factors: (i) the interests of Retailer Settlement Class Members in individually controlling the prosecution or defense of separate actions; (ii) the impracticability or inefficiency of prosecuting or defending separate actions; (iii) the extent and nature of any litigation concerning these claims already commenced; and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this Action for settlement purposes as a class action on behalf of: “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." As defined in the Retailer Settlement Agreement and Release, "Retailer Settlement Class Member(s)" means any member of the Retailer Settlement Class who does not elect exclusion or opt out from the Retailer Settlement Class pursuant to the terms and conditions for exclusion set out in the Retailer Settlement Agreement and Preliminary Approval Order.

5. 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"). The Court finds that Class Counsel are competent and capable of exercising their responsibilities as Class Counsel. The Court designates the named Plaintiffs set forth on Appendix A to the Retailer Class Settlement Agreement as the representatives of the Retailer Settlement Class. The Court finds that the named Plaintiffs and Class Counsel have fully and adequately represented the Retailer Settlement Class for purposes of

entering into and implementing the Retailer Class Settlement Agreement, and have satisfied the requirements of Rule 23(a)(4) of the Federal Rules of Civil Procedure. The Court confirms its appointment of each of the persons and entities listed on Appendix A to the Retailer Settlement as Retailer Settlement Class Representatives.

6. The Court finds that the notice provided to Retailer Settlement Class Members is in accordance with the terms of the Retailer Class Settlement Agreement and this Court's Preliminary Approval Order, and as explained in the submissions filed before the Final Fairness Hearing:

(a) constituted the best practicable notice to Retailer Settlement Class Members under the circumstances of this Action;

(b) was reasonably calculated, under the circumstances, to apprise Retailer Settlement Class Members of (i) the pendency of the Action, (ii) their right to exclude themselves from the Retailer Settlement Class and the proposed settlement, (iii) their right to object to any aspect of the proposed Retailer Settlement (including final certification of the Retailer Settlement Class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of the Class Counsel and Plaintiffs' representation of the Retailer Settlement Class, and the award of attorneys' fees, costs, and incentive awards), (iv) their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and (v) the binding effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all persons and entities who do not validly and timely request exclusion from the Retailer Settlement Class;

(c) constituted reasonable, due, adequate, and sufficient notice to all persons and entities entitled to be provided with notice; and

(d) fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rule 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law.

7. The terms and provisions of the Retailer Class Settlement Agreement and Release, including any and all amendments and exhibits, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable and adequate as to, and in the best interests of, the Plaintiffs and the Retailer Class Settlement Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and any other applicable law. The Court finds that the Retailer Class Settlement Agreement and Release is fair, adequate and reasonable based on the following factors, among other things:

(a) There is no fraud or collusion underlying this settlement, and it was reached after good faith, arms-length negotiations, warranting a presumption in favor of approval.

(b) The complexity, expense and likely duration of the litigation favor settlement on behalf of the Retailer Settlement Class, which provides meaningful benefits on a much shorter time frame than otherwise possible. Based on the stage of the proceedings and the amount of investigation and discovery completed, the Parties have developed a sufficient factual record to evaluate their chances of success at trial and the proposed settlement.

(c) The support of Class Counsel, who are highly skilled in class action litigation such as this, and the Plaintiffs, who have participated in this litigation and evaluated the proposed settlement, also favors final approval.

8. The settlement provides meaningful relief to the Retailer Settlement Class, including the monetary relief as set forth in the Plan of Allocation which is expressly approved by the Court, and falls within the range of possible recoveries by the Retailer Settlement Class.

9. The parties are directed to consummate the Retailer Class Settlement Agreement and Release in accordance with its terms and conditions. The Court hereby declares that the Retailer Class Settlement Agreement and Release is binding on all parties and Retailer Class Settlement Class Members, and it is to be preclusive in all pending and future lawsuits or other proceedings.

10. As described more fully in the Retailer Class Settlement Agreement, Defendants

have agreed to a Retailer Class Settlement Fund from which the Settlement Administrator will pay each Qualified Retailer Settlement Class Member an amount based on the Plan of Allocation, which considers each member's total purchases during the Class Period.

11. Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, the Court hereby awards Class Counsel attorney's fees in the amount of \$2,040,000.00 and expenses of \$400,000.00. The Court also awards partial incentive awards of \$500.00 to each of the named Class Representatives set forth on Appendix A to the Retailer Class Settlement Agreement. The attorneys' fees are based on a percentage of the gross Retailer Settlement Fund and other non-monetary benefits achieved by the Retailer Settlement, as well as on the amount of time class counsel reasonably expended working on this Action. The attorneys' fees, expenses, and incentive awards are to be paid out of the Retailer Class Settlement Fund. The Settlement Administrator shall pay such attorney's fees and expenses and class representative's partial incentive awards according to the schedule, and in the manner, described in the Retailer Settlement Agreement and Release. Such payment will be in lieu of statutory fees Plaintiffs and their attorneys might otherwise have been entitled to recover from the Retailer Defendants, and this amount shall be inclusive of all fees and costs of Class Counsel in the Action.

12. The claims against the Retailer Defendants in this Action are hereby dismissed with prejudice and without costs as against Retailer Defendants and the Released Parties (as that term is defined in the Settlement Agreement and Release).

13. Upon the Effective Date, the Releasing Parties (as that term is defined in the Settlement Agreement and Release) shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties.

14. Members of the proposed Retailer Settlement Class identified in Exhibit 1 to this Order, which is filed under seal, have opted out of, or sought exclusion from, the Retailer Settlement by the date set by the Court, are deemed not to be "Retailer Settlement Class Members" for purposes of this Order, do not release their claims against the Released Parties by operation of

the Retailer Class Settlement Agreement, and will not obtain any benefits of the Retailer Settlement.

15. The Court orders that, upon the Effective Date, the Retailer Class Settlement Agreement and Release shall be the exclusive remedy for any and all Released Claims of Retailer Settlement Class Members against Retailer Defendants. The Court thus hereby permanently bars and enjoins Plaintiffs, all Retailer Settlement Class Members, and all persons acting on behalf of, or in concert or participation with, such Plaintiffs or Retailer Settlement Class Members (including but not limited to the Releasing Parties), from: (a) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based upon or asserting any of the Released Claims against Retailer Defendants; (b) bringing a class action on behalf of Plaintiffs or Retailer Settlement Class Members, seeking to certify a class that includes Plaintiffs or Settlement Class Members, or continuing to prosecute or participate in any previously filed and/or certified class action, in any lawsuit based upon or asserting any of the Released Claims against Retailer Defendants. Nothing in this Order is meant to or shall be interpreted to release, apply to, or settle, or compromise, in any way Plaintiffs' and/or Retailer Settlement Class Members' claims against other entities, parties or Defendants, including Manufacturer Defendants Smitty's Supply, Inc. and CAM2 International, LLC.

16. Neither the Retailer Class Settlement Agreement and Release, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor any of the documents or statements generated or received pursuant to the settlement administration process, shall be:

(a) offered by any person or received against Retailer Defendants or any other Released Party as evidence, or be construed as or deemed to be evidence, of any presumption, concession, or admission by any Retailer Defendant or any other Released Party of the truth of the claims and allegations asserted, or which could have been asserted, by the Plaintiffs or any Retailer Settlement Class Member or the validity of any claim that has been or could have been asserted in

the Action or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any alleged liability, negligence, fault or wrongdoing of any Retailer Defendant or any other Released Party;

(b) offered by any person or received against Retailer Defendants or any other Released Party as evidence of a presumption, concession or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Retailer Defendants or any other Released Party or any other alleged wrongdoing by any Retailer Defendant or any other Released Party.

17. Certification of the Retailer Settlement Class for settlement purposes only shall not be deemed a concession or admission that certification of a litigation class would be appropriate. Retailer Defendants reserve the right to challenge class certification in any other action. No agreements or statements made by Retailer Defendants in connection with the Settlement, or any findings or rulings by the Court in connection with the Retailer Settlement, may be used by Plaintiffs, Class Counsel, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other proceeding of any kind against Retailer Defendants.

18. The Court has jurisdiction to enter this Final Order and Judgment as to Claims Against Retailer Defendants. Without in any way affecting the finality of this Final Order and Judgment, this Court expressly retains exclusive and continuing jurisdiction over the Parties, including the Retailer Settlement Class, and all matters relating to the administration, consummation, validity, enforcement and interpretation of the Retailer Class Settlement Agreement and Release and of this Final Order and Judgment, including, without limitation, for the purpose of:

(a) enforcing the terms and conditions of the Retailer Class Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Retailer Class Settlement Agreement or this Final Order and Judgment

(including, without limitation: whether a person or entity is or is not a Retailer Settlement Class Member; whether claims or causes of action allegedly related to this Action are or are not barred or released by this Final Order and Judgment; and whether persons or entities are enjoined from pursuing any claims against Retailer Defendants or any other Released Party);

(b) entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate this Final Order and Judgment and the Retailer Class Settlement Agreement and Release (including, without limitation, orders enjoining persons or entities from pursuing any claims against Retailer Defendants or any other Released Party), or to ensure the fair and orderly administration of the settlement; and

(c) entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Retailer Class Settlement Agreement and Release, the settling Parties, and the Retailer Settlement Class Members.

19. Without further order of the Court, the settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Retailer Class Settlement Agreement and Release.

20. In the event that the Effective Date does not occur, certification of this Retailer Settlement Class shall be automatically vacated and this Final Order and Judgment, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

21. The claims in this MDL against the Manufacturer Defendants are continuing, and nothing in this Final Approval Order affects the ongoing nature of those claims.

IT IS SO ORDERED, this ___ day of _____, 2021.

Hon. Stephen Bough
United States District Court Judge

**EXHIBIT C
RETAILER SETTLEMENT
CLASS MEMBERSHIP FORM**

The Settlement Administrator must receive this form no later than [REDACTED] in order for it to be considered.

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

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

**Please read all of the following instructions carefully before filling out your
Retailer Settlement Class Membership Form.**

1. Please review the Long Form Retailer Settlement Class Notice (the “Notice”) and have the Notice with you when you complete your Class Membership Form. That Notice is available on the settlement website at www.303tractorhydraulicfluidsettlement.com or by calling the Settlement Administrator at [INSERT SETTLEMENT PHONE NUMBER].
2. Under the terms of the Retailer Class Settlement in this class-action lawsuit, you may be entitled to receive a monetary award based, in part, on your purchase(s) 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 (“303 THF Products”) between December 1, 2013 and the present. **Unless you received a Mailed Class Notice indicating one or more Retailer Defendants had a record of your 303 THF Products purchases, you must timely complete and submit this Class Membership Form to be eligible to receive a monetary award from this Retailer Settlement.**
3. 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 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 or by calling the Settlement Administrator at [INSERT SETTLEMENT PHONE NUMBER].

4. Under the Settlement Agreement, your general equipment damage portion of your claim will be valued as follows 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.
5. This settlement relates only to the claims against certain retailers as set forth in the Retailer Settlement Agreement. 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>.
6. Unless you received a Mailed Class Notice indicating at least one of the Retailer Defendants has a record of your purchase of Defendants' 303 THF Products, you must complete the Retailer Settlement Class Membership Form to be eligible to receive a monetary award from the Retailer Settlement. Please type or print legibly in black ink. If you would like to be eligible to receive a monetary award from the Retailer Settlement based on any repairs, parts, of specific damage you claim to your equipment, you must also complete a separate Repairs/Parts/Specific Equipment Damage Claim Form.
7. To submit the Retailer Settlement Class Membership Form, you must do one of the following: (i) complete an electronic Class Membership Form and submit it via the settlement website at www.303tractorhydraulicfluidsettlement.com on or before [INSERT BAR DATE]; or (ii) complete a paper Class Membership Form and send it via fax to [INSERT SETTLEMENT FAX NUMBER], via United States mail, postage prepaid to [INSERT SETTLEMENT MAILING ADDRESS], or via e-mail to [INSERT SETTLEMENT E-MAIL ADDRESS] by [INSERT BAR DATE].
8. Once your Class Membership Form is received, the Settlement Administrator will review the form for compliance. If you desire an acknowledgment of receipt of your Retailer Settlement Class Membership Form, return your Retailer Settlement Class Membership Form by Certified Mail, Return Receipt Requested. Keep a copy of your completed Class Membership Form for your records. If your Class Membership Form is rejected, the Settlement Administrator will notify you by U.S. Mail or e-mail of the rejection and the reasons for such rejection.

AS NOTED ABOVE, PLAINTIFFS BELIEVE THE PRIMARY CLAIMS IN THIS MDL ARE AGAINST THE MANUFACTURER DEFENDANTS. THOSE CLAIMS HAVE NOT BEEN SETTLED AND CONTINUE TO BE PURSUED ON BEHALF OF THE PUTATIVE CLASS.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury the foregoing is true and correct and that the above-described purchases of Super S Super Trac 303 Tractor Hydraulic Fluid were not for the purpose of resale to others.

Signature: _____

Date: _____

Print Name: _____

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

Settlement Administrator
[INSERT SETTLEMENT MAILING ADDRESS]
[INSERT SETTLEMENT PHONE NUMBER]
www.303tractorhydraulicfluidsettlement.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.

EXHIBIT D
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, 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 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 lawsuit, Plaintiffs allege (1) that the Manufacturer Defendants' 303 THF Products did not meet the equipment manufacturers' specifications or provide the performance benefits listed on the product labels, (2) that the 303 THF Products were made with inappropriate ingredients including used transformer oil, used turbine oil, and line flush, and (3) that use of the 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-Action Settlement (sometimes referred to herein as the "Proposed Retailer Settlement"). For more detailed information please: (i) visit the settlement website at 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 **SETTLEMENT PHONE NUMBER**; (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. 9th 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 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 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, and/or Atwood stores in the United States between December 1, 2013 and the present. See questions ____ on page __, 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 __ on page __, below.

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

<i>ACTION</i>		<i>DUE DATE</i>
Do Nothing	If this notice 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 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 Plan of Allocation approved by the Court.	
Submit a Class Membership Form	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 Settlement. To submit or obtain a Class Membership Form, go to www.303tractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	<i>By</i> _____
Submit a Repairs/Parts/Specific Equipment Damage Claim Form	If you are a Retailer Settlement Class Member, 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 www.303tractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	
Exclude Yourself	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 Defendant Retailers regarding the claims asserted in the class action.	<i>By</i> _____
Object	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 do not exclude yourself by the date listed immediately above.	<i>By</i> _____

- 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 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. Benefits will be provided only after the conclusion of the ongoing MDL claims against the Manufacturer Defendants Smitty's Supply, Inc. and CAM2 International, LLP.

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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 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, LLP ("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 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 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 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 ____ Class Representatives in Plaintiffs' First Amended Consolidated Complaint ("1st ACC"), and they include Class Representatives who purchased in 31 different states. The names of the Class Representatives are contained in the 1st ACC which is available at the Settlement Website at 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, 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.

4. Who are the Defendants; Why is there a Proposed 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 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, 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 support 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.

As noted in #6, above, Plaintiffs claim that a document created by the Manufacturer Defendants admits their 303 THF Products lead to "damage to the spiral gear in the final drive, excessive wear in the planetaries, improper and poor shifting, seal leakage, and improper operation of the wet brakes," cause "problems [which] include starting the equipment, oil starvation, high pump leakage, deposits, sludging, and thickening, and lead to "costly repair, dreaded downtime, or safety issue[s]." Retailer Defendants and Manufacturer Defendants deny that the proper use of the 303 THF Products will cause damage, problems, or other harm to equipment as claimed by Plaintiffs.

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 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, 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 Product 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**.

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** or by calling the Settlement Administrator at [INSERT SETTLEMENT PHONE NUMBER].

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 pages ____). 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?
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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 by _____, 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, _____ by _____, 2021. ADD OTHER WAYS – BY EMAIL/FAX

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 by _____, 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, _____ by _____, 2021. ADD OTHER WAYS – BY EMAIL/FAX

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 by _____, 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, _____ by _____, 2021. ADD OTHER WAY TO SUBMIT – BY EMAIL

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 by _____, 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, _____ by _____, 2021.
ADD OTHER WAY TO SUBMIT – BY EMAIL

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 _____, 2021, 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 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, Rural King, or Atwood** between December 1, 2013 and the present, other than certain exclusions set forth in section ___ on page ___, 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, 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:

SET FORTH FINAL RELEASE TERMS FROM SETTLEMENT AGREEMENT

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:

- o Your name, current address and telephone number;
- o 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,

- o 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 _____, 2021, to:

Retailer Settlement
*In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing,
Sales Practices, and Product Liability Litigation*
c/o Settlement Administrator

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 __. 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 _____, 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. 9th 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 _____, 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 _____, 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 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 Settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object because the Proposed 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 __ 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* _____, 2021, to the Court at:

Office of the Clerk of Court
United States District Court for the Western District of Missouri
400 E. 9th 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

Dirk Hubbard

dhubbard@hab-law.com

2600 Grand Boulevard Suite 1100

Kansas City, Missouri 64108

Telephone: (816) 421-0700

Facsimile: (816) 421-0899

WHITE, GRAHAM, BUCKLEY & CARR, LLC

Gene Graham

ggraham@wagblaw.com

William Carr

wcarr@wagblaw.com

Bryan White

bwhite@wagblaw.com

19049 East Valley View Parkway
Independence, Missouri 64055
Telephone: (816) 373-9080
Facsimile: (816) 373-9319

CLAYTON JONES, ATTORNEY-AT-LAW

Clayton Jones
clayton@claytonjoneslaw.com
P.O. Box 257
405 W. 58 Hwy.
Raymore, Missouri 64083
Telephone: (816) 318-4266
Facsimile: (816) 318-44267

LANGDON & EMISON

Tricia Campbell
911 Main St., P.O. Box 220
Lexington, MO 64067
Phone: (660) 259-6175
Fax: (660) 259-4571
tricia@lelaw.com

SIRO SMITH DICKSON LAW FIRM

Athena Dickson
1621 Baltimore Ave.
Kansas City, MO 64108
Phone: (816) 471-4881
Fax: (816) 471-4883
adickson@sirosmithdickson.com

BOLEN ROBINSON & ELLIS, LLP

Jon D. Robinson
Zachary T. Anderson
202 S. Franklin St., 2nd Floor
Decatur, IL 62523
217-429-4296
jrobinson@brelaw.com
zanderson@brelaw.com

EMERSON FIRM, PLLC

John G. Emerson
830 Apollo St.
Houston, TX 77058
T: (800) 551-8649
F: (501) 286-4659
E: jemerson@emersonfirm.com

BRYANT LAW CENTER, P.S.C.

Mark. P. Bryant
P.O. Box 1876
Paducah, KY 42002-1876
Phone: (270) 442-1422

Fax: (270) 443-8788
Mark.bryant@bryantpsc.com

JOHNSON FIRM
Christopher D. Jennings
610 President Clinton Avenue, Suite 300
Little Rock, Arkansas 72201
T: (501) 372-1300
F: (888) 505-0909
chris@yourattorney.com

BARRACK, RODOS & BACINE
Stephen R. Basser
Sam Ward
One America Plaza
600 West Broadway, Suite 900
San Diego, CA 92101
Telephone: (619) 230-0800
Facsimile: (619) 230-1874
sbasser@barrack.com
sward@barrack.com

LUNDBERG LAW FIRM, P.L.C.
Paul D. Lundberg
600 Fourth St., Suite 906
Sioux City, Iowa 51101
Tel: 712-234-3030
paul@lundberglawfirm.com

GRIFFITH LAW CENTER, PLLC
Travis A. Griffith
One Bridge Place
10 Hale Street, Suite 203
Charleston, WV 25301
T: (304) 345-8999
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
jmalters@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 ____ p.m. on _____, 2021. This hearing date may be moved, cancelled or otherwise modified, so please check the settlement website at 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. 9th 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 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 __ on page __ 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 __ on page __).

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.

More details about the claims in lawsuit are in the 1st 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. 9th Street, Kansas City, Missouri, 64106.

34. How do I get more information?

You can get more information by visiting the Proposed Settlement website, www.303tractorhydraulicfluidsettlement.com, or by contacting Class Counsel at the email or phone numbers listed in question __ on pages __ and __.

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

Settlement Administrator
[INSERT SETTLEMENT MAILING ADDRESS]
[INSERT SETTLEMENT PHONE NUMBER]
www.303tractorhydraulicfluidsettlement.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.

EXHIBIT E
SUMMARY 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, 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 MAY BE AFFECTED
WHETHER YOU ACT OR DO NOT ACT.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

The purpose of this notice is to inform you that a \$7,200,000.00 class-action settlement (the "Proposed Retailer Settlement") has been reached with the four Retailer Defendants in a lawsuit regarding the sale and use of Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil ("303 THF Products"). The Proposed Retailer Settlement settles claims against Retailer Defendants Tractor Supply Company, 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") that were asserted in a Multi-District Litigation ("MDL") lawsuit. Plaintiffs believe that the primary claims in the MDL are against Smitty's Supply, Inc. and CAM2 International, LLC (collectively referred to as "Manufacturer Defendants"), and those claims are proceeding in the MDL and have not been settled.

The Proposed Retailer Settlement may affect your rights. For comprehensive information about the lawsuit and settlement, including the longer notice of settlement and the Retailer Settlement Agreement and Release with the precise terms and conditions of the Retailer Settlement, please see www.303tractorhydraulicfluidsettlement.com or call [INSERT SETTLEMENT PHONE NUMBER]. You 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 Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The MDL lawsuit is titled *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, pending before the Honorable Judge Stephen R. Bough in the United States District Court for the Western District of Missouri. Please do not telephone the Court or the Court Clerk's Office to inquire about the Proposed Settlement or the claim process.

In the MDL lawsuit, Plaintiffs allege (1) that the Manufacturing 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 303 THF Products, Plaintiffs allege that those 303 THF Products should not be used as tractor hydraulic fluid and that the fluid should be flushed from equipment systems if one can afford the cost of doing so.

The Manufacturer Defendants have denied the allegations and claims of wrongdoing, and the claims against those Manufacturer Defendants are ongoing. The Retailer Defendants deny any allegations and claims of wrongdoing on their part. The Court has not decided who is right or made a final ruling on

Plaintiffs' claims. Plaintiffs and the Retailer Defendants have agreed to the Proposed Settlement as to the Retailer Defendants' liability to avoid the risk and expense of further litigation.

You may be a member of the Retailer Settlement Class if you purchased the above-listed 303 THF Products from December 1, 2013 to the present from Tractor Supply Company (including its Del's Feed and Farm Supply locations), Orscheln Farm and Home, Rural King or Atwood. If you are a member of the Retailer Settlement Class, you may need to submit a Class Membership Form to be eligible for benefits and you also may be eligible to submit a Repair/Parts/Specific Equipment Damage Claim Form. Please see www.303tractorhydraulicfluidsettlement.com for a copy of the Class Membership Form and Repair/Parts/Specific Equipment Damage Claim Form, or call [INSERT SETTLEMENT PHONE NUMBER] to request a Class Membership Form and Claim Form be mailed to you. The deadline to file your claim is [INSERT DATE]. In order to maximize efficiency, proceeds 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. Please be patient and check the website for updates.

If you do not want to be legally bound by the Proposed Retailer Settlement, you must exclude yourself by [INSERT DATE]. If you do not exclude yourself, you will release any claims you may have against the Retailer Defendants, as more fully described in the Retailer Settlement Agreement. You may object to the Proposed Retailer Settlement by [INSERT DATE]. The Long Form Notice, available at www.303tractorhydraulicfluidsettlement.com or upon request, explains how to exclude yourself or object.

The Court will decide whether to approve the Proposed Retailer Settlement at the Final Fairness Hearing on _____ at ____ p.m. Class Counsel also will ask that the Court award up to \$2,300,000.00 in attorneys' fees, \$300,000.00 in expenses, and an incentive payment of \$500 for each of the class representatives. The amounts awarded for attorneys' fees, expenses, and incentive awards come out of the Retailer Settlement Class Fund. This date for the hearing may change; see www.303tractorhydraulicfluidsettlement.com.

BY ORDER OF U.S. DISTRICT COURT

**EXHIBIT F
MAILED CLASS NOTICE**

**Retailer Records Indicate 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
("303 THF Products") from Tractor Supply Company (including its Del's Feed & Farm Supply
locations), Rural King, Orscheln Farm and Home, and/or Atwood Stores During the Class Period,
and
A Proposed Class Action Settlement May Affect Your Rights.**

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER
YOU ACT OR DO NOT ACT.
PLEASE CHECK www.303tractorhydraulicfluidsettlement.com REGULARLY FOR
UPDATES AND FURTHER DETAILS**

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

A federal court authorized this notice. This is not a solicitation from a lawyer.

SPANISH-LANGUAGE - Detailed information regarding the proposed settlement and how to submit a claim is available in Spanish online at www.303tractorhydraulicfluidsettlement.com.

1. A class-action settlement was reached with Tractor Supply Company, Rural King, Orscheln Farm and Home, and Atwood and their affiliates, divisions, subsidiaries, and assigns (collectively referred to as "Retailer Defendants") in the above-referenced Multi-District Litigation ("MDL") regarding 303 THF Products made by Smitty's Supply Inc. and CAM2 International, LLC ("Manufacturer Defendants"). The putative class claims against the Manufacturer Defendants are ongoing, and no settlement has been reached with regard to those claims.
2. In the MDL lawsuit, Plaintiffs allege (1) that the Manufacturing 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 303 THF Products, Plaintiffs allege that the 303 THF Products should not be used as tractor hydraulic fluid and that the fluid should be flushed from equipment systems if one can afford the cost of doing so. The Manufacturer Defendants have denied these allegations and any claims of wrongdoing. 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>.
3. This notice summarizes the Retailer Class-Action Settlement (sometimes referred to herein as the "Proposed Retailer Settlement") For more detailed information please: (i) visit the settlement website at www.303tractorhydraulicfluidsettlement.com where you can access settlement documents, including a Long Form Notice, the Retailer Settlement Agreement and Release, a Request for Corrections Form with regard to your purchases, and a Repairs/Parts/Specific Equipment Damage Claim Form to be completed to be eligible for an award based on any such damage you claim to have experienced, in whole or in part, due to the Manufacturer Defendants' 303 THF Products; (ii) call the

settlement hotline at **SETTLEMENT PHONE NUMBER**; (iii) contact Class Counsel; 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/mdl-cases>, 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. 9th 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.

4. The Retailer Defendants' records show you are a Retailer Settlement Class Member because you purchased Defendants' 303 THF Products from Tractor Supply Company (including its Del's Feed & Farm Supply locations), Rural King, Orscheln Farm and Home, and/or Atwood in the United States (other than solely the Super S Super Trac 303 Product in Missouri) at any time from December 1, 2013 to the present. However, you are not a member of the settlement class if (a) the only 303 THF Products you purchased were for resale; (b) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; (c) you are a judge of the Court in which the lawsuit is pending (or could be appealed to), or part of their immediate family and staff.
5. 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 or by calling the Settlement Administrator at [INSERT SETTLEMENT PHONE NUMBER].
6. If your purchases during the Class Period are accurately set forth in the data referenced in this Mailed Class Notice and accessible by your personal password referenced on page __, you will receive an award based on those listed purchase(s) of the 303 THF Products automatically. 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 the password referenced on page __, you may 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.
7. Under the Settlement Agreement, your general equipment damage portion of your claim will be valued as follows 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.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS:

<i>ACTION</i>		<i>DUE DATE</i>
Do Nothing	If this notice accurately sets forth your purchases of the Manufacturer Defendants' 303 THF Products from the Retailer Defendants during the Class Period and you do nothing, you will be bound by the Proposed 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 Plan of Allocation approved by the Court.	
Submit a Request for Correction Form	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 www.303tractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	By _____
Submit a Repairs/Parts/Specific Equipment Damage Claim Form	If you are a Retailer Settlement Class Member, you may complete and submit a Repairs/Parts/Specific Equipment Damage Claim Form regarding the repairs, parts, and damage you claim to your equipment caused, in whole or in part, by the Manufacturer Defendants' 303 THF Products. To submit such a Claim Form, go to www.303tractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	By _____
Exclude Yourself	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 the Retailer Defendants regarding the claims asserted in the class action.	By _____
Object	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 this notice sets forth that you purchased the 303 THF Products from at least one of the four Retailer Defendants). You may object to the Settlement only if you do not exclude yourself by the date listed immediately above.	By _____

PURCHASES OF DEFENDANTS' 303 THF
FROM TRACTOR SUPPLY COMPANY
DURING THE CLASS PERIOD

Based on Tractor Supply Company's records, you purchased Defendants' 303 THF Products in the United States, excluding purchases of Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri, during the Class Period. The following is your personal password to view the details regarding those purchases from Tractor Supply Company (including its Del's Feed & Farm Supply locations) at **www.303tractorhydraulicfluidsettlement.com**:

Your Purchases from TSC (including Del's Feed & Supply locations) between 12/1/13 and 12/31/19

Your Personal Password: _____

PURCHASES OF DEFENDANTS' 303 THF
FROM ORSCHELN FARM AND HOME
DURING THE CLASS PERIOD

Based on Orscheln's records, you purchased Defendants' 303 THF Products in the United States during the Class Period. The following is your personal password to view the details regarding those purchases from Orscheln at **www.303tractorhydraulicfluidsettlement.com**:

Your Purchases from Orscheln Farm and Home between 2/1/18 and 12/31/19

Your Purchases Personal Password: _____

PURCHASES OF DEFENDANTS' 303 THF
FROM RURAL KING
DURING THE CLASS PERIOD

Based on Rural King's records, you purchased Defendants' 303 THF Products in the United States during the Class Period. The following is your personal password to view the details regarding those purchases from Rural King at **www.303tractorhydraulicfluidsettlement.com**:

Your Purchases from Rural King Stores between 12/1/13 and 12/31/19

Your Purchases Personal Password: _____

PURCHASES OF DEFENDANTS' 303 THF
FROM ATWOOD
DURING THE CLASS PERIOD

Based on Atwood's records, you purchased Defendants' 303 THF Products in the United States during the Class Period. The following is your personal password to view the details regarding those purchases from Atwood at **www.303tractorhydraulicfluidsettlement.com**:

Your Purchases from Atwood Stores between 12/1/13 and 12/31/19

Your Personal Password: _____

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

The Settlement Administrator must receive this form no later than [REDACTED] in order for it to be considered.

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

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

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

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

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

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

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

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

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

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

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

CONTACT INFORMATION

Claimant Name:

Street Address:

City, State, Zip Code:

Phone:

Email:

PURCHASES OF MANUFACTURER DEFENDANTS' 303 THF PRODUCTS FROM THESE FOUR RETAILERS

1. Did you receive a Mailed Class Notice? YES ___ NO ___
2. Did you review your purchase history on the Retailer Settlement Website? YES ___ NO ___
3. If yes to both of the above, were the purchases set forth on the Retailer Settlement Website accurate and complete? YES ___ NO ___

If you did NOT receive a Mailed Class Notice please STOP NOW and first complete a Class Membership Form listing your purchases of any of the Manufacturer Defendants' 303 THF Products purchased from Tractor Supply Company (including Del's Feed & Farm Supply locations), Orscheln Farm and Home, Rural King, and Atwood from December 1, 2013 to the present. Once you have completed a Class Membership Form, you may complete and submit the following:

EQUIPMENT

4. List the equipment in which you used the 303 THF Products:

Type of Equip.	Year	Make	Model

REPAIRS/PARTS/SPECIFIC EQUIPMENT DAMAGE

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

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

Equipment: _____
Make/Model/Year: _____

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

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

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

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

Yes: _____ No: _____

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

f. When was the equipment damaged beyond reasonable repair?

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

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

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

Settlement Administrator
[INSERT SETTLEMENT MAILING ADDRESS]
[INSERT SETTLEMENT PHONE NUMBER]
www.303tractorhydraulicfluidsettlement.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.

EXHIBIT H
REQUEST FOR CORRECTION FORM

The Settlement Administrator must receive this form no later than _____ in order for it to be considered.

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

Please read all of the following instructions carefully before filling out this form.

1. Complete this form only if: (i) you received a Mailed Class Notice with a personal password to check your purchase history of the Manufacturer Defendants' 303 Tractor Hydraulic Fluid Products from the Four Retailer Defendants during the Class Period; and (ii) you believe that the purchase history is not accurate.
2. In addition to completing the information set forth herein, provide any documentation you have regarding your purchases or otherwise supporting your belief that the purchase history is not accurate.
3. The Settlement Administrator will make a determination regarding your form based on review of your submission and supporting documentation.
4. If you desire an acknowledgment of receipt of your Request for Correction Form, send it by Certified Mail, Return Receipt Requested.
5. To submit the Request for Correction Form, you **must do one of the following**: (i) complete an electronic Correction Form and submit it via the settlement website at www.303tractorhydraulicfluidsettlement.com on or before _____, 2021; or (ii) complete a paper Correction Form and send it via fax to 215-827-5551, via United States mail, postage prepaid to 303 THF Settlement, c/o RG/2 Claims Administration, LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to 303tractorhydraulicfluidsettlement@RG2claims.com by _____, 2021.
6. Keep a copy of your completed Request for Correction Form and supporting documents for your records. If your Request for Correction Form is rejected, the Settlement Administrator will notify you by U.S. Mail or e-mail of the rejection and the reasons for such rejection.

CLAIMANT INFORMATION

Claimant Name:

Street Address:

City, State, Zip Code:

Email Address:

Phone No:

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

303 THF Settlement
c/o RG/2 Claims Administration, LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Telephone: 866-742-4955 or email: 303Settlement@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.

EXHIBIT I
REPAIRS/PARTS/SPECIFIC EQUIPMENT DAMAGE CLAIMS
REVIEW PROCESS

*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.)

1. Plaintiffs allege that use of the Manufacturer Defendants' 303 Tractor Hydraulic Fluid Products at issue can cause damage to tractors and other equipment in which it is used. Manufacturer Defendants and Retailer Defendants deny that the 303 Tractor Hydraulic Fluid Products cause damage to tractors and other equipment.
2. As part of this Proposed Retailer Settlement, Retailer Settlement Class Members are entitled to submit claims for the costs of any repairs, parts, and specific equipment damage the Retailer Settlement Class Member contends resulted from, in whole or in part, the use of the Manufacturer Defendants' 303 Tractor Hydraulic Fluid Products purchased from the Retailer Defendants during the Class Period.
3. The "Repairs/Parts/Specific Equipment Damage Claims Review Process" is the process for reviewing and paying claims made by Qualified Settlement Class Members for the costs of any repairs, parts, and specific equipment damage which the Settlement Class Member contends resulted from, in whole or in part, the use of the specified 303 Tractor Hydraulic Fluid Products purchased from the Retailer Defendants during the Class Period.
4. Such losses 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) 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 specified 303 Tractor Hydraulic Fluid Products. Such increased wear and damage may include, without limitation, scratching, corrosive wear, rippling, ridging, pitting, spalling and scoring of the gears and metal components, seal damage, spiral gear damage, metal abrasion, corrosion, surface wear, clutch wear and breakage, wet brake damage, pump failure, leakage, and damage from deposits, sludging and thickening. Again, Manufacturer Defendants and Retailer Defendants deny that the 303 Tractor Hydraulic Fluid Products cause damage to tractors and other equipment.
5. To be eligible to receive an award under this component of the Plan of Allocation, a Retailer Settlement Class Member must submit a fully completed and valid Repairs/Parts/Specific Equipment Damage Claim Form which includes narrative information describing the claimed equipment malfunction, repairs and/or parts purchases as necessary to fully describe what occurred and what repair/parts or other actions were required. The Retailer Settlement Class Member should also submit the claimed cost of the repairs and/or parts as well as the date said repair were done and/or parts purchased.

6. If, on the Repairs/Parts/Specific Equipment Damage Claim Form, the Retailer Settlement Class Member claims their equipment was damaged beyond reasonable repair, the Class Member should indicate that in response to Question 5.e. and also then respond to Questions 5.f. through 5.h. The Retailer Settlement Class Member should submit a description of the claimed damage and the reason they contend repairs were not reasonable, justified or feasible.
7. If the equipment has not been repaired, the Retailer Settlement Class Member may submit documentation regarding the claimed damage to the equipment and the estimated cost of such repair.
8. The Retailer Settlement Class Member should submit any documentation supporting the claim and/or the amounts sought for Repairs/Parts/Specific Equipment Damage. Class Counsel may assist the Retailer Settlement Class Member in submitting claim and documentation.
9. The Settlement Administrator shall determine whether a Repairs/Parts/Specific Equipment Damage Claim Form meets the requirements set forth in the Settlement Agreement and Release, and what credit, if any, under the Plan of Allocation will be given to each claim for Repair/Parts/Specific Equipment Damage Relief. Repairs/Parts/Specific Equipment Damage Claim Forms that do not meet the terms and conditions of the Settlement Agreement shall be rejected.
10. The Settlement Administrator's determination will be binding and non-appealable for purposes of determining a Class Member's award under the Settlement Agreement and Release. The Settlement Administrator shall notify the person and/or entity through the mailing address provided in the Repairs/Parts/Specific Equipment Damage Claim Form of rejection of any claims. The Settlement Administrator and/or Class Counsel may contact a Retailer Settlement Class Member to obtain additional information or supporting documentation if a Repairs/Parts/Specific Equipment Damage Claim Form is incomplete.
11. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Repairs/Parts/Specific Equipment Damage Claim Forms. Where a good faith basis exists, the Settlement Administrator may reject a Retailer Settlement Class Member's Repairs/Parts/Specific Equipment Damage Claim Form for, among other reasons, the following:
 - a. the Retailer Settlement Class Member seeks payment for purchases, losses and/or repairs that are not covered by the terms of the Retailer Settlement Agreement and Release;
 - b. the Retailer Settlement Class Member seeks payment for purchases of or damage caused by products other than the 303 THF Products as defined in the Retailer Settlement Agreement and Release;

- c. the Retailer Settlement Class Member's claim is not reasonably supported by the information supplied by Defendants and by the Retailer Settlement Class Member, if any;
- d. failure to fully complete or sign the form;
- e. illegible form;
- f. fraudulent form;
- g. duplicative form;
- h. the person submitting the form is not a Retailer Settlement Class Member;
- i. failure to submit the form by the Bar Date; and/or
- j. the form otherwise does not meet the requirements of the Retailer Settlement Agreement and Release.

EXHIBIT J



www.rg2claims.com

Presented by:
 William W. Wickersham, Esquire
 Vice President, Business Development and Client
 Relations
 (212) 471-4777
 wwwickersham@rg2claims.com

**Estimate of Costs for Notice & Administration Services related to:
 Smitty's Nationwide Class Action**

EXPERIENCE

RG/2 Claims Administration LLC is a full service class action settlement administration company formed by a team of attorneys and financial and accounting professionals with decades of experience handling complex claims.

SERVICE

The RG/2 Claims team is a talented group of professionals who provide the comprehensive range of services required to meet the notice and administration needs of Counsel in this matter. We have analyzed Court documents and other information available regarding your case and have put together the best package for your administration needs, including but not limited to: class member notification via direct postcard and publication notice; collection, analysis, and processing of claims; fraud prevention measures; and, distribution of settlement funds to approved class members.

CUTTING EDGE TECHNOLOGY

To execute the Notice, Administration, and Distribution processes described in this proposal our team will utilize our proprietary and customizable CLEVerPay® technology to offer flexible decision making and unparalleled resource management, as well as real-time updates and reporting. CLEVerPay® is a single-source database solution that centralizes settlement administration from notification to distribution and reconciliation.

FRAUD PREVENTION

RG/2 uses a variety of fraud protection controls throughout the administration process to identify potential fraudulent claims. Duplicate claim searches (by class member name, address, and social security number, if applicable), spot reviews and other standard audit report procedures that examine the information in a variety of ways, will be used during the claims review process. Furthermore, RG/2 will review and compare the settlement database for this Settlement against the "watch list" of known potential fraudulent filers that RG/2 developed throughout its years of experience as a claims administrator. RG/2 also works closely with the FBI to update that watch list with the latest information available.

Cost Estimate Summary	
Setup Cost	\$ 18,968
Notification Cost	\$ 1,281,888
Processing Costs	\$ 5,112
Telephone & Email Support	\$ 6,917
Project Management	\$ 7,200
Total Estimated Cost	\$ 1,320,084

**Estimate of Costs for Notice & Administration Services related to:
 Smitty's Nationwide Class Action**

Assumptions Used In Estimate Preparation

RG/2 Claims Administration LLC's proposal relies upon the assumptions set forth herein. Any services not discussed herein but required by counsel, the Orders of the Court, or Settlement Agreement will be billed in addition to this proposal.

<u>Class Size</u>	<u>Quantity</u>
Total Class Members	250,000
Notices Mailed	250,000
<u>Data Processing</u>	
Submissions Received	2,500
Opt-Outs Received	26

Mailing & Damage Data

This estimate assumes mailing list and damage data will be provided in useable electronic format. Data in useable electronic format includes mailing data, social security numbers, and finalized damage data required for settlement payment calculation. Where damage data requires analysis of multiple or duplicative records per settlement class member or requires the consolidation or accumulation of data, additional time beyond that contemplated by this estimate may be required and will be charged in addition to the estimate above by RG/2 staff at their preferred rates. RG/2 accepts data in all standard file formats including excel files (.xls), text files (.txt), comma separated value files (.csv), and access databases (.mdb). Requests to process data from proprietary databases or paper records, or other sources not identified above can be performed by RG/2 staff at their preferred rates.

Telephone Support

Proposal assumes live operators required and no-IVR is required.

Publication Notice

See attached proposed publication notice plan.

Notice Package

Assumes 4 page generic notice to potential class members.



www.rg2claims.com

Presented by:
 William W. Wickersham,
 Esquire
 Vice President, Business
 Development and Client
 Relations
 (212) 471-4777
 www.wickersham@rg2claims.com

**Estimate of Costs for Notice Administration Services related to:
 Smitty's Nationwide Class Action**

	<u>Amount</u>
Design & Development	
<u>Start Up</u> - Development of Case-Specific Notice Plan	\$ 1,620
Case Intake including Claim Form Design	
Review Notice, Design and Typeset Forms	\$ 548
Data Management	\$ 6,000
Case Website	
Develop Static website with Case documents	\$ 1,050
Develop 2 Claim Portals	\$ 6,000
Monthly Maintenance (months)	\$ 1,125
Website Customizations	\$ 2,625
Subtotal: Setup Cost	\$ 18,968
Publication Notice	\$ 1,118,988
<i>See Attached Proposed Notice Plan</i>	\$ 1,118,988
Direct Notice Campaign	
NCOA and Mail	\$ 1,100
Issue 4 pg. Notice Package	250,000 \$ 42,500
Postage	250,000 \$ 101,750
Notice Follow Up	
Process Returned Notices	12,500 \$ 4,375
Skiptrace	12,500 \$ 3,375
Remails	10,000 \$ 5,500
Postage	10,000 \$ 4,300
Subtotal: Notification Cost	\$ 1,281,888



www.rg2claims.com

Presented by:
 William W. Wickersham,
 Esquire
 Vice President, Business
 Development and Client
 Relations
 (212) 471-4777
 wwwickersham@rg2claims.com

**Estimate of Costs for Notice Administration Services related to:
 Smitty's Nationwide Class Action**

	<u>Quantity</u>	
	<u>(hours/pieces)</u>	
Data Processing		
Input Opt-Outs into Proprietary Database	26	\$ 117
Import Portal Data	2,500	\$ 3,125
Weekly Transmission of materials received	22	\$ 1,870
Subtotal: Processing Cost		\$ 5,112
Telephonic Database Support		
Live Operator Minutes*	4,000	\$ 5,000
Emails	500	\$ 1,917
*minimum \$250 per month		
Subtotal: Telephone and Email Support		\$ 6,917
Set Up Qualified Settlement Fund and annual tax reporting (1 year)	1	\$ 1,200
Case Management, Data Management, Data Warehousing, Technical Support and Reporting to Counsel and the Court.		\$ 6,000
Subtotal: Project Management		\$ 7,200
Estimate of Fees and Expenses		\$ 1,320,084



**Estimate of Costs for Notice & Administration Services related to:
*Smitty's Nationwide Class Action***

Terms and Conditions

All notice and claims administration services to be provided by RG/2 Claims Administration LLC ("RG/2 Claims") to Client shall be subject to the following terms and conditions:

1. Subject to the terms hereof, RG/2 Claims agrees to provide the Client with the notice and/or claims administration services ("Notice/Claims Services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. Any services not described herein but required by counsel, the Orders of the Court, or Settlement Agreement will be billed in addition to this proposal.
2. Charges to the Client for Notice/Claims Services shall be on a time and materials basis at our preferred regular rates, which are updated on a regular basis. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to RG/2 Claims and subject to the assumptions set forth above. Actual fees charged by RG/2 Claims to Client may be greater or less than such estimate, and Client shall be responsible for the timely payment of all such charges and expenses.
3. RG/2 Claims does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by RG/2 Claims in the ordinary course of business in the performance of this Agreement.
4. To the extent performance by RG/2 Claims of any of its obligations hereunder is substantially prevented by reason of Force Majeure, any act of God, or by reason of any other matter beyond RG/2 Claims' reasonable control, then such performance shall be excused and this Agreement, at RG/2 Claims' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
5. The terms of this agreement will remain in effect until completion of the Notice/Claims Services, unless earlier terminated in accordance with Section 7 hereof.
6. Unless directed otherwise in writing by Client, RG/2 Claims will retain and destroy all records including documents, reports, electronics record, and other materials in accordance with its Record Retention and Destruction Policy.
7. The Notice/Claims Services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days prior written notice to RG/2 Claims. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. RG/2 Claims may terminate this Agreement (i) with 10 calendar days prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months prior written notice to the Client. In the event Client terminates this agreement, RG/2 Claims shall have no obligation to release or provide any data, report, or other information relating to the applicable case until Clients' payment obligation for RG/2 Claims services has been satisfied in full.
8. Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of RG/2 Claims or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
9. No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
10. All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and Section 3 regarding rights in data will survive any expiration or termination of this Agreement.
11. The retention or appointment of RG/2 Claims to perform Notice/Claims Services constitutes the Client's agreement to be bound by these Terms and Conditions for the applicable matter.
12. These Terms and Conditions and Proposal provided to Client to which these Terms and Conditions are attached shall constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No addition to, waiver, or modification of any provision of these Terms and Conditions shall be binding unless in writing and signed by a duly authorized representative of RG/2 Claims and Client.
13. RG/2 may be eligible for rebates or volume-based credits from vendors and/or financial institutions. These rebates are the property of RG/2 and will not be passed through to individual matters.
14. This estimate is valid for ninety (90) days from the date of issuance.

Class Notice Campaign Proposal



Claims Administration LLC

SMITTY'S 303 THF Products

Strategy overview

- 150-day national multi-media campaign
 - **Online search** – Google Search Engine Marketing
 - **Online social** – Facebook news feed and associated platforms: Instagram, Stories, Instant articles, Messenger, Marketplace
 - **Online social** – Pandora, YouTube, Twitter
 - **Programmatic display**
 - **Print** – national agriculture magazines
 - **Print** – state/regional agriculture magazines
 - **Online display** – Ag websites
 - **Broadcast** – TV
 - **Broadcast** – radio
 - **Publicity** – PRWeb
- Where possible, the campaign will be weighted heavily in the first three months (90 days)
- All online media will be tested and start with the allocation of funds and targeting as specified in this notice plan. As the campaign progresses, optimization will occur, based on such factors as reach, impressions, clicks to the website and, claim volume will be evaluated so modifications to variables can be made as appropriate. Modifications to variables may include creative (messaging, visuals), targeting, frequency caps, reallocation of budgeted dollars among the media. Elimination of a particular platform is possible if performance is lagging behind expectations. The length of this campaign provides an excellent opportunity for such testing and optimization.
- Call-to-action – Visit <http://www.xxxxxxxxxx.com>, the website for more information. Plus, print publications will offer a phone number and mailing address of RG2 Claims Administration. We recommend a short URL especially if broadcast media are deployed.
- QR codes will be included in print media to help boost response
- Digital ad banners will appear on desktop, tablet and mobile devices.

Retailer Distribution

- **Tractor Supply:** 1,923 locations in 49 states
- **Orscheln Farm & Home:** 165 stores in 11 states (AR, IL, IN, IA, KS, KY, MO, NE, OH, OK, TX)
- **Rural King:** over 125 stores in 13 states (AL, FL, IL, IN, KY, MI, MO, NC, OH, PA, TN, VA, WV)
- **Atwoods:** 67 locations in 5 states (AR, KS, MO, OK, TX)

Overall demographic research

- For our research in the class demographic, we used MRI to piece together the demographics of our target—the farm owner.
 - Adults 18+ who operates a farm are primarily older men, ages 45-64.

- 84% are Caucasian. Majority are high school graduates, with some experiencing a few years in college.
 - They are 50% more likely than the A18+ general population to have a household income of \$150K or more.
 - They can be found in the West North Central, Mountain or Pacific regions of the U.S.
 - We also looked at media quintiles of the target to see their media usage.
 - Adults 18+ who operates a farm are heavy radio listeners, especially during primetime.
 - Overall, they are light TV viewers, although they tend to watch more TV at night. They are also light Internet users.
 - Since farm owners tend to skew older, we wanted to see if the quintiles would change with age, so we limited the age to 18-49 who owns a farm. We found that A18-49 farm owners are heavier Internet users.
 - In Kantar, we pulled the category Farm & Livestock Machinery & Equipment to look at competitive spending.
 - Overall total spend was the highest in National TV (31%) & Print (27%) in 2020.
- Online spend accounted for 20% of the category total spend. Highest online spend was in Mobile Web (41%).

Target audience/members of the class

The class is comprised of all purchasers of Smitty's 303 THF Products within a date range of December 1, 2013 to the present. Purchase dates vary within this range depending on circumstances of the transaction (size, merchant, etc.). The size of the class is estimated at ~300,000 purchasers. At 80%, the target reach is ~240,000.

Online display

Direct Placement Banner Ads

Overview

Banner ads to run on the digital platforms of selected national ag magazines. Progressive Farmer <https://www.dtnpf.com/agriculture/web/ag/home> and Farm Journal <https://www.agweb.com/>. These sites are targeted at farmers nationally.

WEBSITE	IMPRESSIONS	COMMENTS
Farm Journal (AgWeb.com)	1,857,000	619,000/mth. for 3 mths.
Progressive Farmer	2,350,000	783,333/mth. for 3 mths.
TOTAL	4,207,000	1,402,333/mth. for 3 mths.

Programmatic allows us to reach the most qualified audience for this initiative through contextual, behavioral and look-alike targeting segments. Targets the farm/agri market with display ads by running on websites that research indicates have an affinity with our demographics. Targeting examples include tractor shoppers, in-store tractor supply visitors and those with a job role of farm owner or farmer.

IMPRESSIONS	REACH
12,500,00	10,200,000

Google search ads

These ads will run nationally and will appear when the target market queries words/phrases that are germane to Agriculture & Forestry, Industrial Materials & Equipment

IMPRESSIONS	REACH
1,250,000	TBD

Typical keyword phrases

303 THF, tractor hydraulic fluid, Smitty's/Cam, Super S Super Trac 303 THF, etc. An extensive list will be prepared and submitted for approval.

Target Demos

Age: adults 18+

Language: English

Tactical implementation

- We will create a series of ads to appear on the SERP. Then we will optimize the campaign by pausing ads that are performing poorly and reallocate budget to the ads that generate the highest click through rate.
- Each ad will allow the consumer to click through to the settlement website. Because of some of the more generic topics driving consumers to the site, we expect that you will have a low Google Quality Score. Google Analytics will be a valuable tool in evaluating traffic to the site and in ascertaining what happens once they get there.

Social Media and Entertainment Banner Ads

	IMPRESSIONS
Facebook*	6,250,000
Pandora	4,166,667
YouTube	14,285,714
Twitter	N/A
TOTAL	24,702,381

*All **Facebook** platform assets will be used to start such as Instagram, Marketplace, Messenger, Instant articles. Facebook newsfeed.

On Facebook, interest areas include: People who match: Dairy farming, Agribusiness, Agronomy, Farmer, Agricultural machinery, Poultry farming, Organic farming, United States Department of Agriculture, Field (agriculture), Agricultural science, Farm, Agricultural cooperative or Agriculture. Industry: Farming, Fishing and Forestry

With **Pandora**, we can increase our reach and Share-of-Voice (SOV) through :30 digital audio; align with genres that highly index against our audience; and, capture our audience’s attention while they are in a passive mindset. We also get an accompanying banner display ad on desktop and mobile.

YouTube allows us to bring awareness through video tactics and execute a TrueView campaign that optimizes towards views to ensure our audience resonates with our message.

Television Ads

RFD-TV

Overview

RFD-TV is the flagship network for Rural Media Group. It is the nation’s first 24-hour television network featuring programming focused on the agribusiness, equine and the rural lifestyles, along with traditional country music and entertainment.

RFD-TV produces six hours of live news each weekday in support of rural America and is a leading independent cable channel available in more than 52,000,000 homes on Dish, DirecTV, AT&T U-Verse, Charter Spectrum, Cox, Comcast, Mediacom, Suddenlink and many other rural cable systems.

In addition, RFD-TV can be streamed via The Country Club, DirecTV NOW, Roku and Sling TVs Heartland Extra package. RFD-TV is the number one source for market and commodities information as it happens.

Research shows that over 63% of all producers watch RFD-TV with most watching agriculture-oriented programs. Up to 73% have access to RFD-TV through satellite or cable; 60% get their television signal from satellite TV (Dish Network has the most, with 33%).

We recommend a total of 116 :30 spots, favoring the Market Day Report for the most spots.

DAYPART	FREQUENCY	:30 SPOTS	COMMENTS	HH Total (000)
Market Day Report	1x/day for 7 weeks; 1x/day for 6 weeks	(49/36) 85	M-F (9A-2P)	2,720
Rural Evening News	1x/every 4 weeks	5	M-F (7:30P-8:00P)	175
Ag Rotation	2x/week for 13 weeks	26	Sa-Sun (6A-8P)	1,976
TOTAL		116		4,871

PROGRAMMING	DAYPART	AVG. VIEWING HHs
Market Day Report	M-F, 9A – 2P	32,787
Rural Evening News	M-F, 7:30P – 8:00P	34,526
Ag Rotation	Weekends	78,818

Every day, Market Day Report (airing 5 hours daily, M-F) delivers “live” coverage of agri-business news, weather and commodity market information from across the world. The market coverage is constantly updated every half-hour bringing farmers the latest on the markets.

Rural Evening News (airing 30 minutes daily, M-F) presents the day’s news surrounding agriculture and markets from across the world. Along with market news, RFD-TV’s news staff broadcasts news stories covering topics including auctions, cattle, farm equipment, ranch, real estate and much more.

Ag Rotation means that a spot will rotate throughout RFD’s agricultural focused programming.

Radio Ads

Rural Radio 147

Overview

Exclusively on Sirius XM channel 147, Rural Radio 147 is the largest agribusiness and Western-lifestyle channel for the US and Canada. Rural Radio is available to 28,000,000 U.S. households.

Rural Radio provides broad coverage in farming communities across the country. Rural Radio 147’s program schedule revolves around original productions focused on agriculture, equine, hunting, fishing, Western sports, and living the country life in small towns around rural America. The channel airs multiple exclusive news and agriculture series along with live broadcasts of Western sports competitions from the PBR, PRCA rodeos, and WPCA Chuckwagon races.

Research shows that more than 50% of US producers subscribe or listen to SiriusXM. Sixty-eight percent of Rural Radio 147’s listeners in all the states surveyed do NOT listen to AM/FM broadcasters for farm information in the previous month surveyed.

Recommended programming for Rural Radio 147: Market Day Report: \$500 /:60 spot. Radio is simulcast with TV broadcast (M-F, 9a-2p).

CHANNEL	FREQUENCY	:60 SPOTS
Sirius XM: Rural Radio 147		
	July (M-F); 8 spots/week	32
	August (M-F); 8 spots/week	40
	September (M-F); 7 spots/week	28
TOTAL		100

Ag Network

Overview

This is a network of terrestrial radio stations that target farmers – both crop and livestock. The network configuration allows us to target the largest revenue states. *They trend to the larger producers, managing over 250+ acres of crops.* The programming is state-based programming that consists of:

- Local/state news
- Local weather
- Local and national grain and livestock market reports
- National ag news

To support the strategy of focusing the first three-months, we recommend running a national coverage specific to ag radio (502 stations) and then a more concentrated run of 276 stations. Also, we recommend airing spots with programming relevant to the target audience that starts at 5am to 3pm (market close reports). The station format is different in each state and area. The network seeks high listenership stations that carry the AG programming. Formats range from country, rock to talk.

GEOGRAPHY	# OF STATIONS	:60 SPOTS	ESTIMATED IMPRESSIONS	ESTIMATED FREQ./WK
National coverage specific to ag radio: PA, OH, IN, IL, MI, IA, NE, KS, MO, OK, TX, AR, AL, FL, NC, TN, KY, VA, NY, MD, DE, WI, MN, ND, SD, MT, WY, ID, WA, OR, CA, AZ, CO, LA, MS, AL, GA, SC	502	10	13,905,000	1x/week for 2 weeks
Focused geography: PA, OH, IN, LA, MI, IA, NE, KS, MO, OK, TX, AR, AL, FL, NC, TN, KY, VA	276	19	8,215,000	1x/week for 4 weeks
TOTAL		29	22,120,000	

PRINT

National Magazines

Overview – all ads will run 2x, where possible, during the 150-day campaign. Size is full-page. Total circulation estimated at 2,264,307.

PUBLICATION	CIRCULATION	SIZE	CLOSE / INSERTION
Successful Farming	393,637	Full page	6/21 = August / 7/19 = Sept.
Progressive Farmer	380,000	Full page	6/24 = August / 7/26 = Sept.
Farm & Ranch Living	200,000	Full page	8/2 = Oct./Nov.
Farm Journal	335,054	Full page	6/24 = July/August / 7/21 = Sept.
Arkansas Agriculture	46,725	Full page	8/13 = Summer
TOTAL	2,264,307		

PRINT

State/regional magazines

Overview – all ads will run 3x during the 150-day campaign. Size varies by publication. Total circulation is estimated at 985,707.

PUBLICATION	CIRCULATION	GEOGRAPHY	AD SIZE
Iowa Spokesman	59,896	Iowa	8.167" x 9"
Illinois AgriNews	25,402	Illinois	6.71" x 10"
Indiana AgriNews	12,962	Indiana	6.71" x 10"
Ohio's Country Journal	19,337	Ohio	7.25" x 10"
Michigan Farm News	30,376	Michigan	7.625" x 9"
Midwest Messenger	43,794	Nebraska	7.22" x 8.5"
Texas Agriculture	103,752	Texas	7.3125" x 10.5"
Citrus Industry	6,313	Florida	4.50" x 10"
Lancaster Farming	57,136	PA, MD, DE, NJ, VA, WV, NY & New England	7.417" x 11"
The Farmer's Pride	6,489	Kentucky	6.70" x 9.5"
TOTAL	985,707*		

*Note: 3x frequency

Overview – all ads will run once during the 150-day campaign. Size varies by publication. Total circulation is estimated at 1,073,249.

PUBLICATION	CIRCULATION	GEOGRAPHY	AD SIZE	CLOSE/INSERTION
Alabama Farm Bureau Neighbors	63,000	Alabama	4.75" x 9.75"	6/30 = August
SE Farm Press	39,921	AL, DE, FL, GA, KY, MD, NC, SC, TN (Eastern), VA, WV	4.625" x 11.125"	6/26 = July
NC Fam Bureau Field & Family	525,000	North Carolina	4.18" x 9.75"	6/1 = September
Tennessee Farm Bureau	80,000	Tennessee	4.75" x 6.75"	6/8 = July
VA Farm Bureau Cultivate	90,000	Virginia	3.6" x 9.75"	6/10 = August
WV Farm Bureau News	25,000	West Virginia	7.5" x 10"	6/22 = July
KS Farm Bureau Living	106,000	Kansas	4.625" x 9.75"	8/6 = November
SW Farm Press	28,810	KS (southern), NM, OK, TX	4.625" x 11.125"	6/24 = July
OK Farm Bureau Country	90,000	Oklahoma	4.861" x 9.750"	8/20 = October
Delta Farm Press	25,518	AR, LA, MS, MO (bootheel), TN (western)	4.625" x 11.125"	6/25 = July
TOTAL	1,073,249*			

*Note: 1x frequency

Press Release

We recommend distributing a press release to go out close to the launch of the notice campaign to raise consumer awareness to the settlement. The national release would be offered to online news outlets and other sites via PRWeb.

Campaign timing

Once a start date is determined, the agency will develop a timeline for the campaign. All ads must be approved by the media prior to going live. In the early stages of the campaign, we may alter the pace by either accelerating or holding back digital impressions to get an indication of performance.

Tracking

Given the multi-media, multi-platform nature of this notice campaign, digital traffic to the website will be tracked using UTM (urchin tracking module) or other tracking methods to determine from where the

traffic is being generated. Google Analytics will capture this information that will serve as vital decision support data from which to reallocate budget as may be necessary.

General notes

All digital and social campaigns are subject to fine-tuning once the campaigns start. Near real-time data allows to us monitor and manage the campaigns as they are in progress.

The numbers stated in this proposal are estimates and in no way should they be construed as guarantees of performance.

Media Summary

PLATFORM	IMPRESSIONS	REACH	FREQUENCY CAP
Print – Magazines	2,264,307	2,264,307	Up to 2x
Print – state/Regional	2,058,956	2,058,956	Up to 3x
Digital – Ag Sites	4,207,000	4,207,000	N/A
Google Search	1,250,000	TBD	N/A
Programmatic	12,500,000	10,200,000	Average 2 - 4
Facebook	6,250,000	TBD	
Pandora	4,166,667	TBD	
YouTube	14,285,714	TBD	
Twitter	N/A		
TOTAL	46,982,644	18,730,263	

We are not counting pass along circulation for print media in reach calculations, so impressions = reach. Frequency caps for online display ads on ag sites and on TV and Rural Radio are not yet established. Once the schedule is finalized, we can add the reach where appropriate. Reach figures are calculated *within* the medium used and not across all media.

All representations of impressions and reach are estimates. We calculate some digital impression and reach estimates based on the midpoint of the range provided by the medium.

Once the campaign start date is established, we will recommend the timing of the different media over the 90-150-day campaign.