

**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 Actions

---

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

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

Plaintiffs' Lead Counsel

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

CANNEZZARO MARVEL LLC  
Nikki E. Cannezzaro, Esq.  
4717 Grand Avenue, Suite 130  
Kansas City, MO 64112

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

**TABLE OF CONTENTS**

	Page
I. RECITALS .....	1
II. DEFINITIONS .....	3
III. MOTION FOR PRELIMINARY APPROVAL .....	12
42. Stay of Prosecution of Claims Against Manufacturer Defendants.....	12
43. Motion for Preliminary Approval.....	12
44. Notice.....	14
IV. BENEFITS TO THE MANUFACTURER SETTLEMENT CLASS .....	15
45. Manufacturer Settlement Class Fund .....	15
47. Payments to Class Representatives.....	15
48. Plan of Allocation.....	15
V. EXPENSES AND FEES OF CLASS COUNSEL .....	17
49. Expenses of Class Counsel.....	17
50. Fees of Class Counsel.....	18
51. Deadline for Filing Application for Fees and Expense .....	18
52. Settlement Not Conditioned on Award of Attorneys' Fees.....	18
53. Release and Discharge of Manufacturer Defendants for Fees and Expenses .....	18
VI. RELEASE AND DISMISSAL OF ACTION.....	19
54. Release.....	19
55. Covenant Not to Sue.....	21
56. Opt Outs.....	21
57. Dismissal of Action with Prejudice .....	21
58. Continuing Jurisdiction.....	22
59. Settlement is Exclusive Remedy and Bar.....	22

VII.	ADMINISTRATION OF THE SETTLEMENT, FINAL AWARDS, AND SUPERVISION AND DISTRIBUTION OF THE SETTLEMENT FUND .....	23
A.	The Role of the Settlement Administrator.....	23
60.	Administration of Settlement.....	23
61.	Fees, Costs, and Expenses of Administrator .....	24
B.	Establishment of the Manufacturer Settlement Class Fund.....	24
62.	Initial Payment to Establish Manufacturer Settlement Class Fund and Pay Settlement Administration Expenses .....	24
63.	Remaining Payments to the Manufacturer Settlement Class Fund .....	25
64.	Payments of Incentive Awards to Class Representatives .....	25
65.	Payments of Class Counsel’s Fees and Expenses .....	25
C.	Manufacturer Settlement Class Notice .....	25
66.	Provision of Information to Settlement Administrator.....	25
67.	Direct Mail Notice .....	25
68.	Declaration of Mailing.....	26
69.	Directed Mail Notice Returned as Undeliverable.....	26
70.	Settlement Administrator Mailing Address and Email Address .....	26
71.	Settlement Website .....	27
72.	Toll-Free Settlement Phone Number .....	27
73.	Publication Notice .....	27
74.	Declaration of Settlement Administrator.....	28
D.	Class Membership and Claims Process .....	28
75.	Potential Claimants and Qualified Manufacturer Settlement Class Members .....	28
76.	Claim Form Required for All Manufacturer Settlement Class Members, Including Those for Whom Retailers Have Provided Mailing Address and Purchase Information .....	29
77.	Claim Forms Also Required for all Other Manufacturer Settlement Class Members .....	29

78.	Method of Claim Form Submission .....	30
E.	Claim Form Review.....	30
79.	Settlement Administrator Review of Claim Forms .....	30
80.	Rejection of Fraudulent and Duplicate Claim Forms.....	30
81.	Failure to Submit Claim Form.....	31
82.	Right to Inspect Claim Documents.....	32
83.	No Liability for Settlement Administration.....	32
F.	Distribution of Manufacturer Settlement Class Fund.....	32
86.	No Payments if Manufacturer Settlement Agreement Not Approved or If It is Terminated.....	32
VIII.	OBJECTIONS AND OPT-OUTS .....	33
A.	Objections to the Settlement.....	33
87.	Objecting to the Settlement .....	33
88.	Content of the Objection.....	33
89.	Appearance at Final Fairness Hearing.....	34
B.	Requests for Exclusion from the Settlement .....	34
90.	Opting Out of the Settlement.....	34
91.	Content of Opt-Out Notice .....	35
92.	Effect of Submitting a Valid Opt-Out Notice.....	35
93.	Reporting Opt-Outs .....	35
94.	Opt-Outs Cannot Object .....	35
95.	Termination Based on Opt-Outs.....	36
IX.	FINAL REPORT AND FAIRNESS HEARING.....	36
96.	Final Approval of Manufacturer Settlement Agreement.....	36
97.	Report of Settlement Administrator .....	36
98.	Request for Final Approval and Responses to Any Objections .....	37

99.	Final Fairness Hearing.....	37
100.	Final Approval Order.....	37
X.	SCOPE AND EFFECT OF CERTIFICATION OF SETTLEMENT CLASS.....	38
101.	Certification of Settlement Class for Settlement Purposes Only.....	38
102.	Return to Status Quo.....	39
103.	Material Modification of Settlement .....	39
XI.	SETTLEMENT NOT EVIDENCE AGAINST RELEASED PARTIES.....	40
105.	Denial of Liability .....	40
XII.	BEST EFFORTS .....	40
XIII.	MISCELLANEOUS PROVISIONS .....	41
108.	Recitals .....	41
109.	Entire Agreement.....	41
110.	Advice of Counsel .....	41
111.	Limitation of Waiver .....	42
112.	Headings .....	42
113.	Characterization to Media .....	42
114.	Counterpart Execution.....	42
115.	Binding Upon Successors.....	43
116.	No Construction against Drafter.....	43
117.	Governing Law .....	43
118.	Notices.....	43
119.	Fairness and Adequacy of Settlement .....	44
120.	CAFA Notice.....	44
121.	Warranty of Counsel.....	44

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Manufacturer Settlement Agreement” or “Settlement”) is made on this 2<sup>nd</sup> day of October, 2024 and is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure and Rule 408 of the Federal Rules of Evidence. It embodies a settlement between and among Smitty’s Supply, Inc. (“Smitty’s”) and CAM2 International, LLC (“CAM2”), on the one hand, and Plaintiffs, on behalf of themselves and the Manufacturer Settlement Class, on the other hand, by and through the undersigned.

### **I. RECITALS**

WHEREAS, this Manufacturer 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 – Manufacturer Settlement Claim Form

Exhibit D – Long Form Notice

Exhibit E – Summary Class Notice

Exhibit F – Mailed Class Notice

Exhibit G – Repairs/Parts/Specific Equipment Damage Claims Review Process

Exhibit H – Settlement Administration and Notice Plan;

WHEREAS, throughout this Manufacturer Settlement Agreement, all capitalized terms used herein are defined in Section II, below, or indicated in parentheses elsewhere in this Settlement;

WHEREAS, during the relevant time period, Manufacturer Defendants manufactured, marketed, advertised, and/or sold 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 (collectively referred to as “Smitty’s/CAM2 303 THF”);

WHEREAS, Plaintiffs filed a Corrected Fifth Amended Consolidated Complaint against Manufacturer Defendants, alleging that they manufactured, marketed, and/or sold Smitty’s/CAM2 303 THF in the United States since at least December 1, 2013;

WHEREAS, Plaintiffs allege in the Action, among other things, that Smitty’s/CAM2 303 THF did not meet the equipment manufacturers’ specifications, or provide the performance benefits listed on the product labels, that Smitty’s/CAM2 303 THF was made with inappropriate ingredients, and that use of Smitty’s/CAM2 303 THF in equipment causes increased wear and damage to various parts of equipment;

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

WHEREAS, Manufacturer 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 Manufacturer Settlement Class;

WHEREAS, Manufacturer Defendants have agreed not to oppose certification of the Manufacturer Settlement Class in the Action, but only for the sole and exclusive purpose of compromising and settling the claims of Plaintiffs and the Manufacturer Settlement Class Members, and not for any other purpose whatsoever, as set forth more fully herein;

WHEREAS, the Parties have 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 Manufacturer Settlement Agreement;

WHEREAS, this Manufacturer Settlement Agreement was reached as a result of extensive arm's-length negotiations between Class Counsel and Manufacturer Defendants' Counsel, including but not limited to several mediations during the pendency of this litigation, including most recently with experienced mediator, John W. Perry, Jr.; and

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

## **II. DEFINITIONS**

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

1. "Action" means MDL No. 2936 pending in the United States District Court for the Western District of Missouri, Western Division, including all actions filed by Plaintiffs that were transferred to, or direct filed in, MDL No. 2936 through the Effective Date.



2. “Bar Date” means the final time and date by which: (i) a Claim Form must be received by the Settlement Administrator in order for a Manufacturer Settlement Class Member to be entitled to recover the benefits described in this Manufacturer Settlement Agreement; (ii) any Objections to the Settlement must be filed and served pursuant to the terms of this Settlement; and (iii) any Requests for Exclusion from the Settlement Class must be sent to the Settlement Administrator pursuant to the terms of this Settlement. The Bar Date shall be 120 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 Manufacturer Defendants’ Counsel without further approval of the Court or notice to the Manufacturer Settlement Class, provided that the Settlement Website administered by the Settlement Administrator shall be promptly updated to reflect any extension of the Bar Date.

3. “Claim Form Submission Period” means the 120-day time period from the Notice Date through the Bar Date, which is the time period that the Manufacturer Settlement Class Members will have to determine if they wish to stay in the Manufacturer Settlement Class and file a Claim Form as contemplated by the Plan of Allocation and this Manufacturer Settlement Agreement.

4. “Class Counsel” for purposes of this Agreement means Tom Bender and Dirk Hubbard from the law firm Horn Aylward & Bandy, LLC in Kansas City, Missouri; Bryan White, Gene Graham, and Bill Carr 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; Don Downing and Gretchen Garrison of Gray Ritter Graham in St. Louis, Missouri; Patricia Campbell of Krause & Kinsman in Kansas City, Missouri; Athena Dickson of the Siro Smith Dickson Law Firm in Kansas City, Missouri; Jon Robinson and Zachary Anderson from the law firm Bolen Robinson & Ellis, LLP in Decatur, Illinois; 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 Jennings PLLC in Little Rock, Arkansas; Stephen Basser and Sam Ward 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, Shepherd & Von Holtum in Worthington, Minnesota; and Travis Griffith from the law firm Griffith Law Center, PLLC in Charleston, West Virginia.

5. “Class Period” means the time period for which purchases of Smitty’s/CAM2 303 THF are included in this Manufacturer Settlement Agreement for purposes of Claim Forms and determinations pursuant to the Plan of Allocation. That time period is December 1, 2013 through the present.

6. “Corrected Fifth Amended Consolidated Complaint” means Plaintiffs’ Corrected Fifth Amended Consolidated Complaint, filed in the Action on November 27, 2023 (Dkt. #1120).

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

8. “Damage Claim Value” means the Settlement Administrator’s determination for each Qualified Manufacturer Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 48(b).

9. “Effective Date” means the date on which the Final Approval Order 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 the Final Approval Order; and
- b. either: (i) 30 days have passed after entry of the Final Approval Order and no appeal is taken after its 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 Final Approval Order or to toll the time for appeal of the Final Approval Order; or (ii) all appeals, reconsideration, rehearing, or other forms of review and potential review of the Final Approval Order are exhausted, and the Final Approval Order is upheld without any material modification of its terms or the terms of this Manufacturer Settlement Agreement.

10. “Event of Termination” means any event terminating this Manufacturer Settlement Agreement pursuant to its terms and conditions, including but not limited to: (i) mutual written agreement of the Parties to terminate this Manufacturer Settlement Agreement; (ii) termination based on the number of opt-outs; (iii) termination based on a material modification ordered by the Court; (iv) the Court denying any motion for preliminary or final approval of this Manufacturer Settlement Agreement, except when denial is based on the Court’s disapproval of the proposed method for providing notice to the Manufacturer Settlement Class; or (v) any reviewing court reversing the Court’s orders preliminarily or finally approving this Manufacturer Settlement Agreement (other than where reversal is based on disapproval of the proposed method for providing notice to the Manufacturer Settlement Class or upon the Court’s Fee and Expense Award to Class Counsel). Upon an Event of Termination, no class will be deemed certified by or as a result of this Manufacturer Settlement Agreement, any order certifying a settlement class will be void for all purposes, and the Settling Parties shall return to their respective positions as they were on the date this Manufacturer Settlement Agreement was signed.

11. “Fee and Expense Award” means the attorneys’ fee and expense award ordered by the Court, as further discussed in paragraphs 49 through 52, below.

12. “Final Approval Order” means the Final Judgment and Order of Dismissal with prejudice to be rendered by the Court upon approval of this Manufacturer Settlement Agreement,

substantially in the form of Exhibit B attached hereto, or such other substantially similar form expressly agreed to by the Parties.

13. “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 Final Approval Order; (ii) determining whether this Manufacturer Settlement Agreement should be approved as fair, reasonable, adequate, and in the best interests of the Manufacturer Settlement Class Members; and (iii) ruling upon an application by Class Counsel for entry of the Fee and Expense Award.

14. “Insurers” means Manufacturer Defendants’ insurers who entered the separate agreement referred to in paragraphs 45, 62, and 63.

15. “Insurers’ Representative Counsel” means James K. Borcia of Tressler LLP.

16. “Long Form Manufacturer Settlement Notice” (also referred to as “Long Form Notice”) means the document substantially in the form of Exhibit D attached hereto, or such other substantially similar document agreed to by the Parties.

17. “Manufacturer Defendants” means Smitty’s and CAM2, together with each of their predecessors in interest, successors in interest, parents, subsidiaries, divisions, affiliates, officers, directors, employees, trustees, principals, attorneys, agents, representatives, vendors, shareholders, Insurers, and assigns, as well as any person acting or purporting to act on behalf of Smitty’s or CAM2.

18. “Manufacturer Defendants’ Counsel” means Christopher M. Hohn of Thompson Coburn LLP and Nikki E. Cannezzaro of Cannezzaro Marvel LLC.

19. “Manufacturer Settlement Class” means all persons and other entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United

States and its territories, other than Missouri, at any point in time from December 1, 2013 to present, excluding any persons and/or entities who purchased for resale; and, all persons and other entities who purchased Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in Missouri at any point in time from December 1, 2013 to present, excluding any persons and/or entities who purchased for resale. The Manufacturer Settlement Class also excludes Manufacturer Defendants, including their immediate family members, as well as the M D L judicial officers assigned to the Action and their immediate family and staff members.

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

21. “Manufacturer Settlement Claim Form” (also referred to as “Claim Form”) means the document substantially in the form of Exhibit C attached hereto, which may be modified to meet the requirements of the Settlement Administrator, pursuant to which eligible Manufacturer Settlement Class Members can submit a claim for the benefits described in this Manufacturer Settlement Agreement.

22. “Net Manufacturer Settlement Class Fund” means the Manufacturer Settlement Class Fund less: (i) Settlement Administration and Notice Plan expenses approved by the Court; (ii) the amount of the Fee and Expense Award to Class Counsel approved by the Court; (iii) the amounts of the incentive awards to Class Representatives approved by the Court; and (iv) any other fees or expenses approved by the Court.

23. “Notice Date” means the date on which the Settlement Administrator first publishes or mails notice, whichever is earlier, pursuant to Section VII of this Manufacturer Settlement Agreement.

24. “Parties” means Plaintiffs and Manufacturer Defendants.

25. “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.

26. “Plaintiffs” and “Class Representatives” mean the persons identified in Appendix “A” to this Manufacturer Settlement Agreement, each of whom falls within the definition of the Manufacturer Settlement Class.

27. “Plaintiffs’ Counsel” means Lead Counsel appointed by the Court (Dkt. #27) and any counsel who appeared on behalf of Plaintiffs in the Action.

28. “Plan of Allocation” means a plan or formula of allocation pursuant to which the Net Manufacturer Settlement Class Fund shall be distributed to Manufacturer Settlement Class Members. The proposed Plan of Allocation is set forth in paragraph 48 of this Manufacturer 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 and Insurers shall have no responsibility or liability with respect to the Plan of Allocation.

29. “Preliminary Approval Order” means the order, substantially in the form of Exhibit A attached hereto, in which the Court grants preliminary approval of this Manufacturer Settlement

Agreement. Plaintiffs will file a motion for entry of the Preliminary Approval Order on or before October 2, 2024.

30. “Qualified Manufacturer Settlement Class Member” means and includes a Manufacturer Settlement Class Member who timely submits a fully completed and valid Part A section of the Claim Form. Each Qualified Manufacturer Settlement Class Member shall be entitled to participate in an award from monies in the Net Manufacturer Settlement Class Fund, pursuant to the Plan of Allocation. A Qualified Manufacturer Settlement Class Member is also eligible to submit a claim under Part B of the Claim Form for Repairs/Parts/Specific Equipment Damage. The Settlement Administrator shall maintain a record of each payment made to a Qualified Manufacturer Settlement Class Member.

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

32. “Released Parties” means Manufacturer Defendants (as defined in paragraph 17).

33. “Releasing Parties” means Plaintiffs and the Manufacturer Settlement Class Members, including their respective partners, owners, shareholders, members, officers, directors, related entities, agents, representatives, heirs, executors, personal representatives, administrators, predecessors, successors, and assigns.

34. “Repairs/Parts/Specific Equipment Damage Claim” refers to the claim for additional recovery that a Qualified Manufacturer Settlement Class Member can submit through Part B of the Claim Form for the costs of equipment repairs, parts, and/or specific damage to equipment which the Settlement Class Member contends resulted from, in whole or in part, the use of Smitty’s/CAM2 303 THF.

35. “Repairs/Parts/Specific Equipment Damage Claims Review Process” means the process set forth in Exhibit G for reviewing claims made by Manufacturer Settlement Class

Members for the costs of equipment repairs, costs of parts purchases, and/or specific damage to equipment which the Settlement Class Member contends resulted from, in whole or in part, the use of Smitty's/CAM2 303 THF.

36. "Repairs/Parts/Specific Damage Claim Value" means the Settlement Administrator's determination for each Qualified Manufacturer Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 48(c).

37. "Retailers" means the Persons identified in paragraph 31 of the "Retailer Class Settlement Agreement" filed in the Action on June 23, 2021 as Dkt. #181-1.

38. "Retailer Class Settlement" means the "Retailer Class Settlement Agreement" filed in the Action on June 23, 2021 as Dkt. #181-1.

39. "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 Manufacturer Settlement Class, processing claims, and distributing the Class Settlement Fund, all pursuant to the terms and conditions of this Manufacturer 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.

40. "Settling Parties" means Plaintiffs, the Manufacturer Settlement Class Members, and Manufacturer Defendants.

41. "Total Claim Value" means the Settlement Administrator's determination for each Qualified Manufacturer Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 48(a).



### III. MOTION FOR PRELIMINARY APPROVAL

42. **Stay of Prosecution of Claims Against Manufacturer Defendants.** Upon executing this Manufacturer Settlement Agreement, the Parties agree to stay and request the Court to stay all pending deadlines and proceedings in the Action except those proceedings necessary to carry out or enforce the terms and conditions of this Manufacturer Settlement Agreement and to secure the Preliminary Approval Order and Final Approval Order from the Court. The agreed stay shall be lifted automatically upon an Event of Termination pursuant to the terms of this Manufacturer Settlement Agreement.

43. **Motion for Preliminary Approval.** By September 30, 2024, Class Counsel shall move the Court to preliminarily approve this Manufacturer Settlement Agreement 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 Settlement Administration and Notice Plan contained herein and attached as Exhibit H, including the Long Form Notice, Summary Class Notice, and Mailed Class Notice substantially in the form of Exhibits D, E, and F, respectively, attached hereto, and find that the Notice Plan established pursuant to this Manufacturer 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 application for attorneys' fees, costs and expenses, the date and time of the Final Approval Hearing, the right to appear at the Final Approval Hearing, and the right to object

to this Manufacturer Settlement Agreement or request exclusion from the Manufacturer Settlement Class;

- c. find that the requirements for provisional certification of the Manufacturer Settlement Class have been satisfied, appointing Plaintiffs identified on Appendix A to this Manufacturer Settlement Agreement as the representatives of the Manufacturer Settlement Class, and Class Counsel as counsel for the Manufacturer Settlement Class, and preliminarily approving this Manufacturer Settlement Agreement as being within the range of reasonableness such that notice shall be provided pursuant to the terms of this Manufacturer Settlement Agreement;
- d. schedule the Final Fairness Hearing approximately 150 days following the Notice Date to determine whether this Manufacturer Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Manufacturer Settlement Class Members, and to determine whether the Final Approval Order should be entered dismissing the Action with prejudice;
- e. preliminarily approve the form of the Final Approval Order;
- f. approve appointment of RG/2 Claims Administration LLC as the Settlement Administrator;
- g. direct that notice of this Manufacturer Settlement Agreement and of the Final Fairness Hearing shall be provided to the Manufacturer Settlement Class pursuant to the terms of this Settlement;
- h. approve the Manufacturer Settlement Claim Form in substantially the form of Exhibit C, attached hereto, and provide that Manufacturer Settlement Class

Members shall submit any Claim Forms pursuant to the terms and conditions of this Manufacturer Settlement Agreement;

- i. provide that any objections by any Manufacturer Settlement Class Member to the certification of the Manufacturer Settlement Class for purposes of settlement, the proposed Manufacturer Settlement Agreement, or entry of the Final Approval Order, shall be submitted and heard, if appropriate, pursuant to the terms and conditions set forth in this Manufacturer Settlement Agreement;
- j. provide that all Persons who fall within the definition of the Manufacturer Settlement Class shall be bound by the Final Approval Order dismissing the Action with prejudice unless the Person timely submits a valid written request for exclusion, or to opt out, in accordance with the terms and conditions of this Manufacturer 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 this Manufacturer Settlement Agreement and in response to any valid and timely objections; and
- l. enjoin Plaintiffs and Manufacturer Settlement Class Members, and any of them, from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against Manufacturer Defendants, pending the Final Fairness Hearing.

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

#### **IV. BENEFITS TO THE MANUFACTURER SETTLEMENT CLASS**

45. **Manufacturer Settlement Class Fund.** Manufacturer Defendants and their Insurers shall cause to be paid, collectively, a total of Thirty-One Million Nine Hundred Thousand Dollars (\$31,900,000.00) (apportioned among the Manufacturer Defendants and their Insurers as separately agreed to) pursuant to Section VII.B hereof. That amount shall establish the “Manufacturer Settlement Class Fund.”

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

47. **Payments to Class Representatives.** Class Counsel and Plaintiffs will seek, and Manufacturer Defendants agree not to oppose, payment of an incentive award of Four Thousand Five Hundred Dollars (\$4,500) to each Plaintiff/Class Representative who provided deposition testimony and Three Thousand Dollars (\$3,000) to each Plaintiff/Class Representative who provided discovery responses but not deposition testimony, all for their time and efforts in serving as class representatives. The incentive awards, as approved by the Court, shall be paid out of the Manufacturer Settlement Class Fund. Each Plaintiff/Class Representative shall also be entitled to receive his/her/its award under the Plan of Allocation approved by the Court.

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

- (a) Total Claim Value: Each Qualified Manufacturer Settlement Class Member will receive a Total Claim Value based on the combination of (1) the Damage Claim Value based on that Class Member's amount of purchases of Smitty's/CAM2 303 THF within the Manufacturer Settlement Class definition and during the Class Period (as set forth in (b) below); and (2) the Repairs/Parts/Specific Equipment Damage Claim Value based on the Settlement Administrator's determination on that Class Member's submission of Part B of the Claim Form, if any (as set forth in (c) below).
- (b) Damage Claim Value: Each Qualified Manufacturer Settlement Class Member will receive a Damage Claim Value determined based on a percentage of the imputed average price paid for all of his/her/its purchases of Smitty's/CAM2 303 THF during the Class Period, excluding purchases of Super S Super Trac 303 made in Missouri. The Damage Claim Value allowed for the respective unit sizes of Smitty's/CAM2 303 THF shall be as follows: \$12 for each 5-gallon bucket purchased; \$6 for each 2-gallon jug purchased; \$4 for each 1-gallon jug purchased and \$90 for each 55-gallon drum purchased. These amounts are estimated by Class Counsel to be equal to 50% of each respective unit's average sale price during the Class Period. As noted, no credit shall be given to purchases of Super S Super Trac 303 in Missouri. Each damage claim is subject to a maximum \$100 claim value unless receipts or other acceptable proof of purchases showing purchases greater than \$100 in claim value are provided. In that event, or if purchases greater than \$100 are reflected in the purchase data provided by Retailers, the Damage Claim Values for the respective units purchased shall be applied, but without the \$100 claim value limit. As noted below, the final value/payment on all Damage Claim Values are subject to *pro rata* reduction if the Net Manufacturer Settlement Class Fund is not sufficient to pay the full amount of all valid claims.
- (c) Repairs/Parts/Specific Damage Claim Value: Each Qualified Manufacturer Settlement Class Member who timely submits a Claim Form will receive a Repairs/Parts/Specific Equipment Damage Claim Value based on the Settlement Administrator's determination based on the Class Member's equipment repairs, parts purchases, and/or specific damage to equipment that may be attributable, in whole or in part, to the use of Smitty's/CAM2 303 THF 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 allegedly incurred as a result of equipment being damaged beyond reasonable repair

which occurred as a result of damage and increased or excessive wear resulting from use of Smitty's/CAM2 303 THF. Such increased wear and damage may include, without limitation, scratching, corrosive wear, rippling, ridging, pitting, spalling and scoring of the gears and metal components, seal damage, spiral gear damage, metal abrasion, corrosion, surface wear, clutch wear and breakage, wet brake damage, pump failure, leakage, and damage from deposits, sludging and thickening. Claims for such repairs/parts/specific damage may include a request for funds to flush the hydraulic system of equipment that used Smitty's/CAM2 303 THF. Claims for such repairs/parts/specific damage shall require submission of the Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts. There is a maximum of \$1,000 Repairs/Parts/Specific Damage Claim Value (including the flush claim value) for each Qualified Manufacturer Settlement Class Member unless receipts or other acceptable proof of repairs, parts, specific damage totaling over \$1,000 are provided. As noted below, the awards/payments on these claims are subject to *pro rata* reduction if the Net Manufacturer Settlement Class Fund is not sufficient to pay all valid claim values.

- (d) If any amounts remain in the Net Manufacturer Settlement Class Fund after full consideration of the claims as described above, each Qualified Manufacturer Settlement Class Member will receive a *pro rata* share of the portion remaining in the Net Manufacturer Settlement Class Fund, based on his/her/its Total Claim Value. If the total amount of the claims as described above exceeds the total amount in the Net Manufacturer Settlement Class Fund, all will receive a *pro rata* reduction to their Total Claim Value based on the funds available.
- (e) Upon the Effective Date and thereafter, and in accordance with the terms of this Manufacturer 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 Manufacturer Settlement Class Fund shall be distributed to Qualified Manufacturer Settlement Class Members, subject to and in accordance with Section VII.F., below.

## V. EXPENSES AND FEES OF CLASS COUNSEL

49. **Expenses of Class Counsel.** Plaintiffs will seek for purposes of this Manufacturer Settlement Agreement only, and Manufacturer Defendants will not object to or induce or help any third parties to object to, the Court's order awarding Class Counsel reimbursement of

expenses already incurred in the Action. Payment of Class Counsel's expenses, as ordered by the Court, shall come out of the Manufacturer Settlement Class Fund.

50. **Fees of Class Counsel.** Plaintiffs will seek for purposes of this Manufacturer Settlement Agreement only, and Manufacturer Defendants will not object to or induce or help any third parties to object to, an award of attorneys' fees to Class Counsel in the amount of forty percent (40%) of the Manufacturer Settlement Class Fund, computed after deducting the amount of case expenses being reimbursed from the Manufacturer Settlement Class Fund to Class Counsel. Class Counsel agree that their request for attorneys' fees will not exceed forty percent (40%) of the Manufacturer Settlement Class Fund, computed after deducting the amount of case expenses being reimbursed from the Manufacturer Settlement Class Fund to Class Counsel. Payment of Class Counsel's fees, as Ordered by the Court, shall come out of the Manufacturer Settlement Class 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 Manufacturer Settlement Agreement 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 this Manufacturer Settlement Agreement but declines to award Class Counsel fees in the amount requested by Class Counsel, this Manufacturer Settlement Agreement will nonetheless be binding on the Parties and the Manufacturer Settlement Class Members.

53. **Release and Discharge of Manufacturer Defendants for Fees and Expenses.** Plaintiffs, Manufacturer Settlement Class Members and Class Counsel, and each of them, agree that upon Manufacturer Defendants' compliance with the terms and conditions of this Manufacturer Settlement Agreement, Manufacturer Defendants will forever and finally have



satisfied any and all obligations to Plaintiffs, Manufacturer 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, Manufacturer Settlement Class Members, and Class Counsel, and any of them, concerning attorneys' fees, incentive awards, costs, and expenses in the Action. It is further acknowledged and agreed that under no circumstances will Plaintiffs, Manufacturer Settlement Class Members, or Class Counsel, or any of them, make any demand upon or prosecute any action against any of the Manufacturer Defendants based on, because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees, incentive awards, costs, and expenses made in accordance with this Settlement Agreement.

#### **VI. RELEASE AND DISMISSAL OF ACTION**

54. **Release.** Upon the Effective Date, the Releasing Parties, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, hereby fully release and forever discharge the Released Parties (as defined herein) from any claims that have been or that could have been made or brought in the Action arising out of or relating to the Action or Plaintiffs' allegations about, or any purchase and/or use of, Smitty's/CAM2 303 THF, including but not limited to Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United States and its territories during the Class Period, or any alleged personal injury or property damage relating to the use of any of the aforementioned products. This Release shall broadly include, at least, all known and unknown claims against the Released Parties arising out of or relating to the Action or Plaintiffs' allegations about, or any purchase and/or use of, Smitty's/CAM2 303 THF, including but not limited to Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303



Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United States and its territories during the Class Period, including but not limited to any potential claims of breach of express or implied warranty, breach of contract, negligent misrepresentation, fraud or fraudulent misrepresentation, consumer fraud, negligence, unjust enrichment or any other common law, statutory or equitable claims. (The claims referenced in the prior sentences in this Paragraph referred to herein as the “Released Claims”) This Release is intended to be a broad release, and the parties hereto intend to fully release the Released Parties from any and all claims and potential claims arising out of or relating to the Action, including those relating to the purchase of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil. The Parties shall further agree to language empowering the Court, after Preliminary Approval, to enjoin under the All Writs Act, any putative state or federal class action that purports to assert any Released Claim under the Manufacturer Settlement Agreement against any of the Released Parties.

“Unknown” claims as released herein means any and all claims that any Manufacturer Settlement Class Member does not know to exist against any of the Released Parties which, if known, might have affected his, her, or its decision to enter into or be bound by the terms of this Manufacturer Settlement Agreement. Plaintiffs and the Manufacturer Settlement Class Members acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this Release, but nevertheless fully, finally, and forever settle and release any and all claims arising out of or relating to the Action or Plaintiffs’ allegations about, or any purchase and/or use of, Smitty’s/CAM2 303 THF, known or unknown, derivative or direct, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, in law or equity, including, without limitation, claims that have been asserted or could have been asserted in this Action against any of the

Released Parties. The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law, by Plaintiffs and the Manufacturer Settlement Class Members of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Settling Parties acknowledge, and the Manufacturer Settlement Class Members shall be deemed by operation of the Final Approval Order to acknowledge, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

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 or related to the Released Claims, or assist others in so doing.

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

57. **Dismissal of Action with Prejudice.** Upon entry of, and pursuant to the Final Approval Order, the Action, including all actions filed by Plaintiffs that were transferred to, or

direct filed in, MDL No. 2936, shall be dismissed with prejudice. Class Counsel shall ensure that the Action is timely dismissed with prejudice in accordance with the terms of this Manufacturer Settlement Agreement. Plaintiffs, all Manufacturer Settlement Class Members, and all persons acting on behalf of, or in concert or participation with, such Plaintiffs or Manufacturer Settlement Class Members, including but not limited to Class Counsel, agree to refrain from bringing any lawsuit or class action individually or on behalf of Plaintiffs or Manufacturer Settlement Class Members for the Released Claims, seeking to certify a class that includes Plaintiffs or Manufacturer 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.

58. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the Settling Parties to this Manufacturer Settlement Agreement with respect to the future performance of the terms of this Manufacturer Settlement Agreement. In the event that any applications for relief are made arising out of or relating to this Manufacturer Settlement Agreement, such applications shall be made to the Court.

59. **Settlement is Exclusive Remedy and Bar.** Upon the Effective Date: (i) this Manufacturer 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 or in any other forum 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 this Manufacturer Settlement Agreement in accordance with its terms and conditions 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 this Manufacturer Settlement Agreement as strictly confidential, shall not use any of them for any purpose other than administration of this Manufacturer Settlement Agreement, and shall not disclose any such documents, communications, or other information to any person or entity other than Class Counsel, except as expressly provided for in this Manufacturer 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 Manufacturer Settlement Class to exclude themselves from the Manufacturer Settlement Class and provide to Class Counsel a copy thereof of said Claims Forms, supporting documents, and other information, and to provide to Class Counsel, Manufacturer Defendants' Counsel, and Insurers' Representative Counsel any opt-out requests from potential members of the Manufacturer Settlement Class, within three (3) days of receipt. If the Settlement Administrator receives any Claim Forms, supporting documents, exclusion forms or other requests from Manufacturer Settlement Class Members to exclude themselves from this Manufacturer Settlement Agreement after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel, Manufacturer Defendants'

Counsel, and Insurers' Representative Counsel with copies thereof. Manufacturer Defendants' Counsel and Insurers' Representative Counsel shall receive copies of exclusion forms or requests but not of any Claim Forms or supporting documents; and

- c. file any tax reports required with respect to payments made from the Manufacturer Settlement Class Fund.

61. **Fees, Costs, and Expenses of Administrator.** The Manufacturer Settlement Class Fund shall pay the Settlement Administrator's reasonable costs, fees, and expenses of: (i) providing notice to the Manufacturer Settlement Class in accordance with the terms and conditions of this Manufacturer Settlement Agreement; and (ii) administering the Settlement in accordance with the terms and conditions of this Manufacturer Settlement Agreement. In the event that final approval of the Settlement is not granted, the Settlement Administrator shall cause all remaining monies in the Manufacturer Settlement Class Fund to be remitted to the payors of those monies *pro rata* in amounts that reflect the payors' contributions to the Manufacturer Settlement Class Fund.

**B. Establishment of the Manufacturer Settlement Class Fund**

62. **Initial Payment to Establish Manufacturer Settlement Class Fund and Pay Settlement Administration Expenses.** Within ten (10) business days after the Court's entry of the Preliminary Approval Order, Manufacturer Defendants and their Insurers shall collectively cause the payment of an initial One Million Dollars (\$1,000,000.00) (apportioned among the Manufacturer Defendants and their Insurers as separately agreed) to be made to the Settlement Administrator in order to establish the Manufacturer Settlement Class Fund and to cover most of the anticipated costs of Settlement Administration.

63. **Remaining Payments to the Manufacturer Settlement Class Fund.** Within thirty (30) business days after the Effective Date, Manufacturer Defendants and their Insurers shall collectively cause the payment of an additional Thirty Million Nine Hundred Thousand Dollars (\$30,900,000.00) (apportioned among the Manufacturer Defendants and their Insurers as separately agreed) to be made 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 Representative's incentive award, in the amount ordered by the Court, out of the Manufacturer Settlement Class Fund and within five (5) business days of receipt of Manufacturer Defendants' payment of the amount set forth in paragraph 63, 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 Manufacturer Settlement Class Fund and within five (5) business days of receipt of Manufacturer Defendants' payment of the amount set forth in paragraph 63, above.

**C. Manufacturer Settlement Class Notice**

66. **Provision of Information to Settlement Administrator.** The Settlement Administrator is already in possession of the information from Retailers containing the full name and last known address (and email address, if available) of numerous Persons who fall or may fall within the Manufacturer Settlement Class definition and, where available, the number and size of the units of 303 THF purchased during the Class Period by such Persons.

67. **Direct Mail Notice.** As soon as possible but no later than thirty (30) days after the Court's Preliminary Approval Order, 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 Person who falls or may fall within the Manufacturer Settlement Class

definition for whom such information is available. The Mailed Class Notice shall also be provided by email to each such Person for whom the Settlement Administrator has been provided an email address. In addition, a Claim Form and the Long Form Notice substantially in the form attached as Exhibits C and D, respectively, shall be available on the Settlement Website and also mailed upon request by the Settlement Administrator. Because the Mailed Class Notice will be sent to numerous Persons who submitted valid claims in the Retailer Settlement, the Mailed Class Notice will include instructions on how to deem such claim and documentation submitted in this Settlement. The date on which the Settlement Administrator first publishes and/or mails notice pursuant to Section VII.C, below, whichever is earlier, shall be the "Notice Date." There shall be a 120-day Claim Form Submission Period after 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, Manufacturer Defendants' Counsel, and Insurers' Representative Counsel verifying to whom direct mail notice was disseminated in a manner consistent with this Manufacturer Settlement Agreement, the Preliminary Approval Order, 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 Email 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 Claim Forms, opt-out notices, and any other correspondence related to this Manufacturer Settlement Agreement; and (ii) establish a unique, case-specific email address for online receipt of Claim Forms, opt-out notices, and any other correspondence related to this Manufacturer Settlement Agreement.

71. **Settlement Website.** Within thirty (30) days after entry of the Preliminary Approval Order, but no later than the Notice Date, the Settlement Administrator shall maintain an operating website that: (i) contains downloadable copies of the Preliminary Approval Order, Long Form Notice, this Manufacturer Settlement Agreement, Claim Form, and, when filed, Class Counsel's application 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 Manufacturer Settlement Class Members to submit Claim 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 this Manufacturer Settlement Agreement. 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 this Manufacturer Settlement Agreement may be reviewed on the Settlement Website.

73. **Publication Notice.** 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 H. Notice shall also be



published electronically, in printed newspapers and digitally. The Settlement Administrator has developed for the Court a proposed plan for notice by publication that achieves the appropriate notice, and that plan is included in Exhibit H 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 relating to such suggestions.

74. **Declaration of Settlement Administrator.** Prior to the filing of the motion seeking preliminary approval of this Manufacturer Settlement Agreement, 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 Manufacturer Settlement Class as set forth in this Manufacturer Settlement Agreement and in the Notice Plan attached hereto as Exhibit H, 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**

75. **Potential Claimants and Qualified Manufacturer Settlement Class Members.** Each Manufacturer Settlement Class Member shall be entitled to participate in the Plan of Allocation approved by the Court and shall be bound by the Release set forth herein. Each Qualified Manufacturer Settlement Class Member shall be entitled to participate in an award from monies in the Net Manufacturer Settlement Class Fund, pursuant to the Plan of Allocation. The Settlement Administrator shall maintain a record of each and every payment made to a Qualified Manufacturer Settlement Class Member. There will be an option on the Claim Form for the Manufacturer Settlement Class Member to deem submitted his/her/its Class Membership Form, Correction Form, and/or Claim Form from the Retailer Class Settlement, subject to

appropriate requirements, and any such forms can also be supplemented or amended prior to the submission deadline. Claim Forms will be made available by mail and/or electronic means by the Settlement Administrator as required by this Manufacturer Settlement Agreement and upon request.

**76. Claim Form Required for All Manufacturer Settlement Class Members, Including Those for Whom Retailers Have Provided Mailing Address and Purchase Information.** Manufacturer Settlement Class Members for whom the Settlement Administrator has information from Retailers reflecting the brand, number, and/or size of the Smitty's/CAM2 303 THF units purchased or the fact of purchase of at least one Smitty's/CAM2 303 THF unit by that Manufacturer Settlement Class Member during the Class Period must still submit a Claim Form (attesting to the products purchased being Smitty's/CAM2 303 THF and also that the units were not purchased for resale) to be a Qualified Manufacturer Settlement Class Member and be eligible to receive an award from the Net Manufacturer Settlement Class Fund pursuant to the Plan of Allocation. The Mailed Class Notice will include a summary of the purchase data that has been provided for Manufacturer Settlement Class Members for whom specific purchase data has been provided. The Claim Form will also provide a method for Manufacturer Settlement Class Members to deem the purchase data provided as their submission and supporting documentation.

**77. Claim Forms Also Required for all Other Manufacturer Settlement Class Members.** Manufacturer Settlement Class Members for whom the Settlement Administrator does not have information from Retailers reflecting the brand, number, and size of the Smitty's/CAM2 303 THF units purchased or the fact of purchase of at least one Smitty's/CAM2 303 THF unit by that Manufacturer Settlement Class Member during the Class Period still must also submit a valid Part A section of the Claim Form to be a Qualified Manufacturer Settlement

Class Member and be eligible to receive an award from the Net Manufacturer Settlement Class Fund pursuant to the Plan of Allocation. The Manufacturer Settlement Claim Form, in the form attached hereto as Exhibit C, must be submitted via United States mail, fax, email, or the Settlement Website no later than the Bar Date.

78. **Method of Claim Form Submission.** In order to submit a Claim Form, a Manufacturer Settlement Class Member must submit a fully completed 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) email to the email address specified by the Settlement Administrator; or (d) through the Settlement Website. All Claim Forms must be submitted by the Bar Date. Any Claim Form postmarked or otherwise submitted after the Bar Date, as determined by the Settlement Administrator, shall be deemed untimely and denied as invalid.

E. **Claim Form Review**

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

80. **Rejection of Fraudulent and Duplicate Claim Forms.** The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or

fraudulent Claim Forms, including, but not limited to, crosschecking claim information against the information supplied by Retailers regarding number of purchases at each store location. Where a good-faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons, the following:

- a. the claim to have purchased Smitty's/CAM2 303 THF during the Class Period 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 Manufacturer Settlement Class Member;
- g. failure to submit the form by the Bar Date;
- h. damage claim submitted does not meet the criteria of Exhibit G; and/or
- i. the form otherwise does not meet the requirements of this Manufacturer Settlement Agreement.

The Settlement Administrator may consult with Class Counsel in evaluating the Claim Forms under this paragraph.

81. **Failure to Submit Claim Form.** Any Manufacturer Settlement Class Member who fails to submit a fully completed Part A section of the Claim Form by the Bar Date shall be forever barred from receiving any monetary benefit pursuant to this Manufacturer Settlement Agreement, but shall nonetheless be bound by all of the terms of this Manufacturer Settlement Agreement, including the terms of the Final Approval Order 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.

82. **Right to Inspect Claim Documents.** Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice. Manufacturer Defendants' Counsel shall have no right to inspect or receive such forms.

83. **No Liability for Settlement Administration.** No person shall have any claim against Manufacturer Defendants, Manufacturer Defendants' Counsel, Insurers, Insurers' Representative Counsel, Plaintiffs, the Manufacturer Settlement Class Members, Class Counsel, or the Settlement Administrator based on any Claim Form determinations or distributions made in accordance with this Manufacturer Settlement Agreement.

**F. Distribution of Manufacturer Settlement Class Fund**

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

85. Other than in the Event of Termination of this Manufacturer Settlement Agreement as provided herein, Manufacturer Defendants shall not have a reversionary interest in the Net Manufacturer Settlement Class Fund. If there is any balance remaining in the Net Manufacturer Settlement Class Fund after a reasonable period of time after the initial date of distribution of the Net Manufacturer Settlement Class Fund and if a second distribution to Class Members is not feasible, such funds shall be paid to the cy pres recipient selected by Class Counsel and approved by the Court.

86. **No Payments if Manufacturer Settlement Agreement Not Approved or If It is Terminated.** If this Manufacturer Settlement Agreement 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 Manufacturer Settlement Agreement, no payments or distributions to Manufacturer Settlement Class Members of any kind shall be made pursuant to this Settlement and all Parties shall be restored as nearly as possible to their respective positions immediately prior to execution of this Settlement.

## **VIII. OBJECTIONS AND OPT-OUTS**

### **A. Objections to the Settlement**

87. **Objecting to the Settlement.** Any Manufacturer Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of this Manufacturer Settlement Agreement 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 Manufacturer Settlement Agreement.

88. **Content of the Objection.** In the written objection, the Manufacturer Settlement Class Member must list the Smitty's/CAM2 303 THF purchase information required on Part A of the Claim Form, state the Manufacturer 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 Final 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. In addition, if the objecting Manufacturer Settlement Class Member intends to call witnesses at the Final Fairness Hearing, any such witness must be identified in the written objection, including

by providing each such witness's name, address, and telephone number. Objections must be signed personally by the Manufacturer Settlement Class Member. Any Manufacturer 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 this Manufacturer Settlement Agreement.

89. **Appearance at Final Fairness Hearing.** Any Manufacturer 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 Manufacturer Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Manufacturer Settlement Agreement. A Manufacturer Settlement Class Member, or his, her, or its attorney, intending to make an appearance at the Final 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**

90. **Opting Out of the Settlement.** A Person who falls within the Manufacturer Settlement Class definition may elect to be excluded from the Manufacturer Settlement Class (opt out), thereby relinquishing his, her, or its rights to benefits under this Manufacturer Settlement Agreement. Such Persons electing to opt out must send a written request to be excluded from the Manufacturer Settlement Class to the Settlement Administrator by fax, United States mail, email, 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. Any Person who falls within the Manufacturer Settlement Class definition and fails 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 Manufacturer Settlement Agreement and the Final Approval Order, regardless of whether the Person requested exclusion from the Manufacturer Settlement Class.

91. **Content of Opt-Out Notice.** The request to be excluded from the Manufacturer Settlement Class must include the Person's name, address, and telephone number and provide a clear statement communicating that he, she, or it elects to be excluded from the Manufacturer Settlement Class, does not wish to be a Manufacturer Settlement Class Member, and elects to be excluded from any judgment entered pursuant to this Manufacturer Settlement Agreement.

92. **Effect of Submitting a Valid Opt-Out Notice.** Any Person who falls within the Manufacturer Settlement Class definition who submits a valid and timely request for exclusion or opt out may not file an objection to this Manufacturer Settlement Agreement and shall be deemed to have waived any rights or benefits under it. Such Persons will not release their claims against the Released Parties by operation of this Manufacturer Settlement Agreement.

93. **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, Manufacturer Defendants' Counsel, and Insurers' Representative Counsel a complete opt-out list together with copies of the opt-out requests.

94. **Opt-Outs Cannot Object.** Persons who opt-out of the Manufacturer Settlement Class shall not have standing to object to the Settlement.



95. **Termination Based on Opt-Outs.** Notwithstanding any other provision of this Manufacturer Settlement Agreement, if two thousand five hundred (2,500) or more Persons who fall or may fall within the Manufacturer Settlement Class definition opt out of the Manufacturer Settlement Class, Manufacturer Defendants, in their sole discretion, may rescind and revoke the entire Manufacturer Settlement Agreement, thereby rendering this Manufacturer Settlement Agreement null and void in its entirety. In order to exercise this right, Manufacturer Defendants must send written notice to Class Counsel that Manufacturer Defendants revoke this Manufacturer Settlement Agreement pursuant to this paragraph within ten (10) business days following the date the Settlement Administrator reports to Class Counsel, Manufacturer Defendants' Counsel, and Insurers' Representative Counsel 2,500 or more opt outs. Such a written notice pursuant to this paragraph shall constitute an Event of Termination.

#### **IX. FINAL REPORT AND FAIRNESS HEARING**

96. **Final Approval of Manufacturer Settlement Agreement.** On the date set forth in the Preliminary Approval Order, a Final Fairness Hearing shall be conducted to determine final approval of this Manufacturer Settlement Agreement.

97. **Report of Settlement Administrator.** Within the time period established by the Court, the Settlement Administrator shall serve on counsel for the Parties and Insurers' Representative Counsel a declaration verifying that the notice required by this Manufacturer 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; (ii) the number of Claim Forms received; and, (iii) a list of the valid exclusion requests received by the Settlement Administrator pursuant to this Manufacturer Settlement Agreement, including the name and address of each Person who validly requested exclusion.

98. **Request for Final Approval and Responses to Any Objections.** If the Court preliminarily approves this Manufacturer Settlement Agreement, and all other conditions precedent to the Settlement have been satisfied, no later than ten (10) business days prior to the Final Fairness Hearing, or on another date established by the Court, the Plaintiffs shall request 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. Class Counsel and Manufacturer Defendants' Counsel may file a memorandum addressing any objections submitted to the Settlement.

99. **Final Fairness Hearing.** At the Final Fairness Hearing, the Court will consider and determine whether the provisions of this Manufacturer Settlement Agreement 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.

100. **Final Approval Order.** This Manufacturer Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order, substantially in the form attached hereto as Exhibit B, which:

- a. finds that the notice provided satisfies the requirements of due process and Fed. R. Civ. P. 23(e)(1);
- b. finds that Manufacturer Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;
- c. finds that this Manufacturer Settlement Agreement is fair, reasonable, and adequate to the Manufacturer Settlement Class, that each Manufacturer Settlement Class Member shall be bound by this Settlement, including the Release

and the Covenant Not to Sue set forth in this Settlement, and that this Manufacturer Settlement Agreement should be and is finally approved;

- d. dismisses on the merits and with prejudice the Action, 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 Manufacturer Settlement Agreement);
- e. permanently enjoins each and every Manufacturer 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 Manufacturer Settlement Agreement.

**X. SCOPE AND EFFECT OF CERTIFICATION OF SETTLEMENT CLASS**

101. **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 Manufacturer Settlement Class subject to final findings and ratification in the Final Approval Order, and appointing Plaintiffs as the representatives of the Manufacturer Settlement Class and Class Counsel as counsel for the Manufacturer Settlement Class; provided, however, Manufacturer Defendants do not consent to certification of the Manufacturer Settlement Class for any purpose other than to effectuate this Agreement. Solely for purposes of avoiding the expense and inconvenience of further litigation, Manufacturer Defendants do not oppose, and agree to, certification of the Manufacturer Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3). Certification of the Manufacturer

Settlement Class for settlement purposes only shall not be deemed a concession or admission that certification of a litigation class was or would be appropriate. Manufacturer Defendants reserve the right to challenge class certification in any further proceedings in the Action if this Manufacturer Settlement Agreement is not finalized or finally approved.

102. **Return to Status Quo.** If this Manufacturer Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, the order certifying the Manufacturer Settlement Class for purposes of effectuating this Manufacturer 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 Manufacturer Defendants, the Action shall proceed as though the Manufacturer Settlement Class had never been certified pursuant to this Agreement and such findings had never been made, and the Action shall return to the procedural status quo ante settlement.

103. **Material Modification of Settlement.** If, before the Settlement Administrator distributes the Net Manufacturer Settlement Class Fund pursuant to the Plan of Allocation, a court materially modifies the terms or conditions of this Manufacturer Settlement Agreement, other than terms pertaining to method and means of notice or pertaining to attorneys' fees, costs, expenses, and incentive awards, any Party may declare this Manufacturer 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 Manufacturer Settlement Class, Manufacturer Settlement Class Members, Released Claims, Released Parties, Releasing Parties, and any material modifications to the terms of the settlement consideration described in paragraphs 45, 46, 62, or 63 of this Agreement.

## **XI. SETTLEMENT NOT EVIDENCE AGAINST RELEASED PARTIES**

104. The provisions contained in this Manufacturer Settlement Agreement are not, and shall not be deemed to be, a presumption, concession or admission by any Released Party 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 Released Party by any Person in the Action, including Class Counsel, or in any other action or proceeding, whether civil, criminal or administrative. The Released Parties do not admit that they have engaged in any illegal or wrongful activity or that any person has been harmed by reason of any alleged conduct, action, or omission of a Released Party. The Released Parties do not consent to certification of the Manufacturer Settlement Class for any purpose other than solely to effectuate the Settlement of the Action.

105. **Denial of Liability.** Manufacturer Defendants believe that Plaintiffs' factual and legal allegations in the Action are incorrect and specifically deny all liability to Plaintiffs and the Manufacturer Settlement Class. In the Action, Manufacturer Defendants have denied Plaintiffs' allegations and raised a number of defenses to the claims asserted.

## **XII. BEST EFFORTS**

106. Class Counsel and Manufacturer Defendants' Counsel shall take all necessary actions to accomplish approval of this Manufacturer Settlement Agreement, notice, and dismissal of the Action in a timely manner. The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate this Manufacturer Settlement Agreement, including without limitation in seeking preliminary and final Court approval of this Manufacturer Settlement Agreement, carrying out the terms of this Manufacturer 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 this Manufacturer Settlement Agreement.

107. Each Party will cooperate with the other Parties in connection with effectuating this Manufacturer Settlement Agreement or the administration of claims thereunder. Any requests for cooperation shall be narrowly tailored and reasonably necessary for the requesting Party to recommend this Manufacturer Settlement Agreement to the Court, and to carry out its terms. Class Counsel shall give Manufacturer Defendants and Insurers' Representative Counsel advance notice and the right to comment on all Settlement documents, notices to Manufacturer Settlement Class Members, and publications to Class Members, including but not limited to the Settlement Website.

### **XIII. MISCELLANEOUS PROVISIONS**

108. **Recitals.** The recitals in this Manufacturer Settlement Agreement are inserted merely for the purpose of describing what led up to the Settlement and the Parties' purpose for making it. They shall not affect the meaning or interpretation of this document.

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

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

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

111. **Limitation of Waiver.** The waiver by any Party of a breach of any term of this Manufacturer 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 this Manufacturer Settlement Agreement shall not constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence to the terms herein.

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

113. **Characterization to Media.** The Settling Parties agree that in the event any counsel for any Party is contacted by any member of the media regarding the Action or this Settlement, said counsel shall not refer to or characterize the Action or the Settlement as continuing or evidencing an admission or inference of: (1) liability, fault or wrongdoing on the part of Manufacturer Defendants, including any wrongdoing in connection with the defense of the Action; or (2) lack of merit of any claim asserted in the Action, or wrongdoing on the part of Plaintiffs, Class Counsel or the Manufacturer Settlement Class Members in connection with the institution, prosecution, or settlement of the Action.

114. **Counterpart Execution.** This Manufacturer 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.

115. **Binding Upon Successors.** This Manufacturer Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties hereof and their representatives, heirs, successors, and assigns.

116. **No Construction against Drafter.** This Manufacturer Settlement Agreement has been negotiated among and drafted by Class Counsel and Manufacturer Defendants' Counsel. To the extent there is any uncertainty or ambiguity in this Settlement, none of the Parties will be deemed to have caused any such uncertainty or ambiguity. Accordingly, this Settlement shall not be construed in favor of or against any of the Parties.

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

118. **Notices.** Unless otherwise stated herein, any notice required or provided for under this Manufacturer 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, Esq.  
Horn Aylward & Bandy, LLC  
2600 Grand Boulevard, Ste. 1100  
Kansas City, MO 64108  
816-421-0899 (fax)  
tbender@hab-law.com

If to Manufacturer Defendants' Counsel:

Christopher M. Hohn, Esq.  
Thompson Coburn LLP  
One US Bank Plaza, Suite 3500  
St. Louis, MO 63101  
314-552-7000 (fax)  
chohn@thompsoncoburn.com



If to Insurers' Representative Counsel:


James K. Borcia, Esq.  
Tressler LLP  
233 S. Wacker Drive, 61<sup>st</sup> Floor  
Chicago, IL 60606  
312-627-1717 (fax)  
jborcia@tresslerllp.com

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

120. **CAFA Notice.** Manufacturer Defendants shall issue the settlement notice prescribed by 28 U.S.C. § 1715(b) under the Class Action Fairness Act ("CAFA") and shall provide copies of such notice to Class Counsel and Insurers' Representative Counsel.

121. **Warranty of Counsel.** Class Counsel unconditionally represent and warrant that they are fully authorized to execute and deliver this Manufacturer Settlement Agreement on behalf of Plaintiffs.

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

By:   
Thomas Bender, Lead Class Counsel

By: \_\_\_\_\_  
Representative of Smitty's Supply, Inc.  
and CAM2 International, LLC

Date: 10/02/24

Date: \_\_\_\_\_

If to Insurers' Representative Counsel:

James K. Borcia, Esq.  
Tressler LLP  
233 S. Wacker Drive, 61<sup>st</sup> Floor  
Chicago, IL 60606  
312-627-1717 (fax)  
jborcia@tresslerllp.com

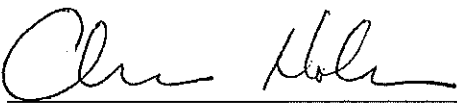
119. **Fairness and Adequacy of Settlement.** The parties believe that this Manufacturer Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Manufacturer Settlement Agreement through arms-length negotiations, taking into account all relevant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

120. **CAFA Notice.** Manufacturer Defendants shall issue the settlement notice prescribed by 28 U.S.C. § 1715(b) under the Class Action Fairness Act ("CAFA") and shall provide copies of such notice to Class Counsel and Insurers' Representative Counsel.

121. **Warranty of Counsel.** Class Counsel unconditionally represent and warrant that they are fully authorized to execute and deliver this Manufacturer Settlement Agreement on behalf of Plaintiffs.

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

By: \_\_\_\_\_  
Thomas Bender, Lead Class Counsel

By:   
Representative of Smitty's Supply, Inc.  
and CAM2 International, LLC

Date: \_\_\_\_\_

Date: 10/2/2024

# **APPENDIX A**

<b>APPENDIX A</b>		
<b><u>Name</u></b>	<b><u>State(s)</u></b>	<b><u>Deposition</u></b>
<b><u>ALABAMA</u></b>		
Robert Shane Morgan; R.S. Morgan Farms, LLC	Alabama	No
Joe Jackson	Alabama	Yes
<b><u>ARIZONA</u></b>		
Mark Engdahl	Arizona	No
Michael Gallegos	Arizona	No
Ben Monday	Arizona	No
Susan Whitehead	Arizona	No
<b><u>ARKANSAS</u></b>		
Donald Snyder	Arkansas	Yes
Jeffery (Jeff) Harrison; J&C Housing Construction, LLC	Arkansas	Yes
Kyle Boyd	Arkansas	Yes
William Anderson; William Edward Anderson Living Trust; Fricker Farms, Inc.; MGA, Inc.	Arkansas	Yes
Alan Hargraves	Arkansas	Yes
Donald Louis Herbert	Arkansas	Yes
Jeff Jones	Arkansas	Yes
<b><u>CALIFORNIA</u></b>		
Jack Kimmich; Soils to Grow, LLC	California	Yes
<b><u>COLORADO</u></b>		
Ross Watermann; Watermann Land and Cattle LLC	Colorado and Kansas	Yes
Jim Guire; The Meadows Ranch, LLC	Colorado	No

Larry Lempka; Los Rios Farm, LLC	Colorado	No
<b>CONNECTICUTT</b>		
Todd Carusillo	Connecticut	No
<b>FLORIDA</b>		
Thomas Brett	Florida	No
John Raburn; Raburn Ranch, LLC	Florida	No
Pete Rumore	Florida	No
<b>GEORGIA</b>		
Anthony Shaw	Georgia	Yes
Rusty Shaw	Georgia	No
Cline (Tommy) Fricks	Georgia	No
Eddie Chavis	Georgia and South Carolina	No
<b>ILLINOIS</b>		
Joshua Lesko; Busted Knuckles Landscaping	Illinois	No
Kyle Feldkamp	Illinois	No
Norman Fohne	Illinois	No
Steve Burgdorf	Illinois	No
Keith Wilson; Twin Mills Timber & Tie Co.	Illinois	No
<b>INDIANA</b>		
Frank James	Indiana	No
Rick Hardin	Indiana	No
Bernard Rudd	Indiana	No
<b>IOWA</b>		
Terry Blackmore	Iowa	No
Wayne Rupe	Iowa	Yes
Jason Klingenberg; J & K Trucking, Inc.	Iowa and Minnesota	Yes
Jim Beck	Iowa	No
Russell Faubion	Iowa	No
<b>KANSAS</b>		
Adam Sevy	Kansas	Yes

George (Butch) Bollin	Kansas	Yes
Terry Zornes	Kansas	Yes
Greg Vanderree	Kansas and Oklahoma	Yes
<b><u>KENTUCKY</u></b>		
Dwayne Wurth; Wurth Excavating, LLC	Kentucky	Yes
Kirk Egner	Kentucky	Yes
Tim Sullivan	Kentucky	Yes
Tracy Sullivan	Kentucky	Yes
Ricky Peck	Kentucky	Yes
Wildie Coleman	Kentucky	Yes
<b><u>LOUISIANA</u></b>		
Simon Vicknair	Louisiana	No
Pat Beaver	Louisiana	No
Charles Jarreau	Louisiana	No
<b><u>MAINE</u></b>		
Christopher Curtis	Maine	No
Harry Boynton	Maine	No
Donald Ouelette	Maine and New Hampshire	No
Travis White	Maine	No
<b><u>MARYLAND</u></b>		
Vonda Moreland	Maryland and West Virginia	No
<b><u>MASSACHUSETTS</u></b>		
Cosimo Ferrante	Massachusetts	No
<b><u>MICHIGAN</u></b>		
Douglas Clough	Michigan	No
Michael Dahlke	Michigan	No
Craig Dow	Michigan	No
Jacob Mabie; Mabie Trucking, Inc.	Michigan and Texas	Yes
<b><u>MINNESOTA</u></b>		
Joe Asfeld	Minnesota	Yes
<b><u>MISSISSIPPI</u></b>		

Samuel Blakeney	Mississippi	No
Charles "Bubba" Woods	Mississippi	No
James Still	Mississippi	No
<b><u>MISSOURI</u></b>		
Arno Graves	Missouri and Oklahoma	Yes
Ron Nash	Missouri and Oklahoma	Yes
Gary Goodson	Missouri	Yes
Mark Hazeltine	Missouri	Yes
Dennis Irwin	Missouri	No
Jacob Ruhl	Missouri	Yes
<b><u>MONTANA</u></b>		
Tom Karnatz; Karnatz Tree Service and Logging, LLC	Montana	No
<b><u>NEBRASKA</u></b>		
Larry and Wyatt Loeffler	Nebraska	No
Gerald Lunkwitz	Nebraska	No
Brian Riessland; B & A Riessland Farms, Inc.	Nebraska	No
Ed Chauncey	Nebraska and South Dakota	No
Jay Simpson	Nebraska	No
<b><u>NEVADA</u></b>		
Jeff Jacobson; Jacobson Fab, LLC	Nevada	No
<b><u>NEW HAMPSHIRE</u></b>		
Alden Dill	New Hampshire	No
Joseph Griffiths	New Hampshire	No
Tim Towle	New Hampshire	No
<b><u>NEW JERSEY</u></b>		
John Miller	New Jersey and New York	Yes

Jess Metzger; Jemco Excavating, LLC	New Jersey	No
<b><u>NEW MEXICO</u></b>		
Clyde Garduno	New Mexico	No
Ruben Quiroga	New Mexico and Texas	No
<b><u>NEW YORK</u></b>		
Sawyer Dean	New York	Yes
Lawrence G. Wachholder	New York	Yes
<b><u>NORTH CAROLINA</u></b>		
Justin Lemonds	North Carolina	NO
William White	North Carolina	No
John Sigmon	North Carolina	No
Steve Upchurch	North Carolina	No
<b><u>NORTH DAKOTA</u></b>		
Brett Creger	North Dakota and Minnesota	No
Trent Guthmiller	North Dakota	No
<b><u>OHIO</u></b>		
Brian Hayes; Hayes Brothers Joint Ventures - -Partnership	Ohio	No
Matt Ortner; Ortner Grass Fed Beef, LLC; Associated Contractors Inc.	Ohio	No
Robert Gosche	Ohio	No
Todd Mantz	Ohio	No
Doug Ronau	Ohio	No
<b><u>OKLAHOMA</u></b>		
Joe Pate	Oklahoma and Texas	No
Wayne Wells	Oklahoma	Yes
<b><u>PENNSYLVANIA</u></b>		
Kyle Minich	Pennsylvania	No
Joshua Farley; Farley Farms, LLC	Pennsylvania	No



Earnest Jenkins; Jenkins Timber & Wood, Inc.	Pennsylvania and West Virginia	Yes
Ter Puskarich	Pennsylvania	No
Robert Stanton	Pennsylvania	No
<b><u>SOUTH CAROLINA</u></b>		
Mike Ping	South Carolina	No
George Kirven	South Carolina	No
<b><u>SOUTH DAKOTA</u></b>		
Patrick Gisi	South Dakota	No
Curtis Hoff	South Dakota	No
Leonard Saathoff	South Dakota	No
<b><u>TENNESSEE</u></b>		
William James	Tennessee	No
Will Dobson	Tennessee	No
Tim Grissom	Tennessee and Mississippi	No
Kenneth Seever	Tennessee	No
Howard Stembridge	Tennessee	Yes
Kenneth Seever	Tennessee	No
<b><u>TEXAS</u></b>		
Daniel Denton	Texas	No
Stanley Richardson	Texas	No
Reginald Morris	Texas	No
Robert Wilkinson	Texas	No
<b><u>VIRGINIA</u></b>		
Robert Boone	Virginia	No
Cal Moore	Virginia	No
<b><u>WEST VIRGINIA</u></b>		
Clinton Curry	West Virginia	No
Roger Bias	West Virginia	No
<b><u>WISCONSIN</u></b>		
Michael Hamm	Wisconsin	Yes
Dale Wendt	Wisconsin	Yes
David Gretzinger	Wisconsin	Yes
Russell Heise	Wisconsin	Yes
<b><u>WYOMING</u></b>		

Dan Smith	Wyoming	No
-----------	---------	----

# **EXHIBIT A**

**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 Class Action Settlement Agreement and Release with accompanying exhibits (collectively referred to as “Manufacturer Settlement Agreement” or “Settlement”), 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 Manufacturer Settlement Agreement, as well as the files, records, and proceedings to date in the above-captioned Action. The definitions in the Manufacturer Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Manufacturer Settlement Agreement.

2. Plaintiffs and Manufacturer Defendants have agreed to settle the Action upon the terms and conditions set forth in the Manufacturer Settlement Agreement. The Manufacturer Settlement Agreement, including all exhibits thereto, is preliminarily approved as sufficiently fair, reasonable, and adequate to allow dissemination of notice of the Manufacturer Settlement Agreement to the Manufacturer Settlement Class. This determination is not a finding that the

Manufacturer Settlement Agreement is fair, reasonable, and adequate, but simply a determination that there is probable cause to proceed with notice to the Manufacturer Settlement Class and hold a hearing as to the Settlement's fairness.

3. Appointed as Class Representatives are the Persons identified in Appendix A to the Manufacturer Settlement Agreement. The Class Representatives, by and through their counsel, have investigated the facts and law relating to the matters alleged in the Plaintiffs' Corrected Fifth Amended Consolidated 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 Manufacturer Defendants, on the other hand, including, but not limited to, several mediation efforts, most recently concluded by Mediator John Perry, Jr.

5. The Settlement confers substantial benefits upon the Manufacturer Settlement Class, and is in addition to the earlier Retailer Class Settlement which involved many of the same class members, and does so without the costs, uncertainties, delays, and other risks associated with continued litigation, further class certifications, trials, and potential appeals.

6. The Court conditionally certifies, for settlement purposes only, the following settlement class:

- a. all persons and other entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United States and its territories, other than Missouri, at any point in time from December 1, 2013 to

present, excluding any persons and/or entities who purchased for resale; and,

- b. all persons and other entities who purchased Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in Missouri at any point in time from December 1, 2013 to present, excluding any persons and/or entities who purchased for resale.

The Settlement Class also excludes Manufacturer Defendants, including their immediate family members, as well as the M D L judicial officers assigned to this litigation and their immediate family and staff members.

7. The Court conditionally finds, for settlement purposes only and conditioned upon entry of the Final Approval Order 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 Manufacturer Settlement Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Manufacturer Settlement Class for purposes of settlement; (c) the claims of the Plaintiffs are typical of the claims of the Manufacturer Settlement Class for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Manufacturer 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 Manufacturer Settlement Class Members predominate over any questions affecting any individual Manufacturer Settlement Class Members; 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 Manufacturer 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 Manufacturer Settlement Class on a nationwide basis.

8. The Court appoints Tom Bender and Dirk Hubbard from the law firm Horn Aylward & Bandy, LLC in Kansas City, Missouri; Bryan White, Gene Graham, and Bill Carr 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; Don Downing and Gretchen Garrison of Gray Ritter Graham in St. Louis, Missouri; Patricia Campbell of Krause & Kinsman in Kansas City, Missouri; Athena Dickson of the Siro Smith Dickson Law Firm in Kansas City, Missouri; Jon Robinson and Zachary Anderson from the law firm Bolen Robinson & Ellis, LLP in Decatur, Illinois; Mark Bryant from the law firm Bryant Law Center, P.S.C. in Paducah, Kentucky; John Emerson of the Emerson Firm, PLLC in Little Rock, Arkansas; Christopher Jennings of Jennings PLLC in Little Rock, Arkansas; Stephen Basser and Sam Ward 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 Malterers of the law firm Malterers, Shepherd & Von Holtum in Worthington, Minnesota; and Travis Griffith from the law firm Griffith Law Center, PLLC in Charleston, West Virginia as counsel for the Manufacturer Settlement Class (“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.

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

10. The Final Fairness Hearing shall be held before this Court on \_\_\_\_\_, 2025,

at \_\_\_\_ a.m./p.m.; to determine whether the Manufacturer Settlement Agreement 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 incentive awards to Class Representatives and make any further Orders regarding the Plan of Allocation and timing of distribution to Manufacturer Settlement Class Members. Papers in support of final approval of the Manufacturer Settlement Agreement 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 Manufacturer Settlement Class. After the Final Fairness Hearing, the Court may enter a Final Approval Order in accordance with the Manufacturer Settlement Agreement that will adjudicate the rights of the Manufacturer Settlement Class Members with respect to the claims being settled.

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

12. The Court finds that the Long Form Notice, Summary Class 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 Class 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 Manufacturer 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 Class 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 Manufacturer 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 Manufacturer Settlement Class of the pendency of the Action, the terms of the Manufacturer Settlement Agreement, and their right to object to the Settlement or exclude themselves from the Manufacturer Settlement Class.

13. Manufacturer Settlement Class Members for whom contact information is available will receive a Mailed Class Notice by mail and, where possible, by email. All Manufacturer Settlement Class Members will have 120 days after the Notice Date to submit their Class Membership Forms and Claim Forms, which is due, adequate, and sufficient time. Anyone who submitted a claim in the Retailer Class Settlement will not be required to re-submit their claim.

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

- (a) Within thirty (30) days after entry of this Order, the Settlement Administrator shall mail by bulk mailing Mailed Class Notices in substantially the form attached to the Settlement Agreement as Exhibit F to the last known mailing address of each identified

Person who falls or may fall within the Manufacturer Settlement Class definition. 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.

- (b) 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 Claim 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 Claim Forms, opt-out notices, and any other correspondence related to the Settlement.
- (c) 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 Notice, the Manufacturer Settlement Agreement, Claim Form, and, when filed, Class Counsels' application for attorneys' fees, costs and for incentive awards for the Plaintiffs; (ii) will post any subsequent notices agreed upon by the Parties and approved by the Court; and (iii) allows Manufacturer Settlement Class Members to submit Claim Forms and supporting documentation. This website shall be referred to as the "Settlement Website".
- (d) 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. 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 Settlement Website.

- (e) Within thirty (30) days after entry of this Order, 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. The date on which the Settlement Administrator first publishes and/or mails notice, whichever is earlier, shall be considered the "Notice Date."
- (f) The Settlement Administrator shall mail a Claim Form and/or Long Form Notice to each Person who makes such request.
- (g) Claim Forms shall also be available through the Settlement Website.

15. Each Person who falls within the Manufacturer Settlement Class definition who wishes to be excluded from the Manufacturer Settlement Class and follows the procedures set forth in this Paragraph shall be excluded.

- (a) Persons who fall within the Manufacturer Settlement Class definition wishing to opt out of the Manufacturer Settlement Class must send to the Settlement Administrator on or before the Bar Date by fax, United States Mail, email, or electronically via the Settlement Website a written request to be excluded from the Manufacturer Settlement Class. The request to be excluded from the Manufacturer Settlement Class must include the Person's name, address, and telephone number and provide a clear statement

communicating that he, she, or it elects to be excluded from the Manufacturer Settlement Class, does not wish to be a Manufacturer Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Manufacturer Settlement Agreement.

- (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) Any Person who falls within the Manufacturer Settlement Class definition and who fails to submit a valid and timely request for exclusion on or before the Bar Date shall be bound by all terms of the Manufacturer Settlement Agreement and the Final Approval Order, regardless of whether the Person requested exclusion from the Manufacturer Settlement Class. All Persons who properly elect to opt out of the Manufacturer Settlement Class shall not be Manufacturer Settlement Class Members and shall relinquish their rights to benefits with respect to the Manufacturer Settlement Agreement, should it be approved.

16. Any Person who falls within the Manufacturer Settlement Class definition who has not timely submitted a written request for exclusion from the Manufacturer Settlement Class, and thus is a Manufacturer Settlement Class Member, may ask the Court to deny approval by filing an objection. Manufacturer Settlement Class Members cannot ask the Court to order a larger settlement; the Court can only approve or deny the proposed Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue as to Manufacturer Defendants. If any Manufacturer Settlement Class Member wants that to happen, he, she or it must

object in accordance with the following procedure:

- (a) Any Manufacturer Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Manufacturer Settlement Agreement must, no later than the Bar Date: (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. 9<sup>th</sup> 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 the Manufacturer Settlement Agreement.
- (b) In the written objection, the Manufacturer Settlement Class Member must provide the information required on the Class Membership Form, state the Person's full name, current address, telephone number, the reasons for the objection, whether he, she, or it intends to appear at the Final 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 Manufacturer Settlement Class intends to call witnesses at the Final Fairness Hearing, any such witness must be identified in the written objection, including by providing each such witness's name, address, and telephone number. Objections must be signed personally by the Manufacturer Settlement Class Member. Any Manufacturer 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

Manufacturer Settlement Agreement.

- (c) Any Manufacturer 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 Manufacturer Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of the Manufacturer Settlement Agreement. A Manufacturer Settlement Class Member, or his, her, or its attorney, intending to make an appearance at the Final 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 2,500 or more Persons who fall or may fall within the Manufacturer Settlement Class definition opt out of the Manufacturer Settlement Class, Manufacturer Defendants shall retain the right to rescind and revoke the entire Manufacturer Settlement Agreement, thereby rendering the Manufacturer Settlement Agreement null and void in its entirety, so long as Manufacturer Defendants comply with the opt-out termination notification provision set forth in the Manufacturer Settlement Agreement.

18. Class Counsel shall file their Fee Application no later than ten (10) business days before the Bar Date.

19. Papers in support of final approval of the Manufacturer Settlement Agreement, and in response to any objections to the Manufacturer Settlement Agreement or Class Counsel's Fee Application, shall be filed with the Court no later than ten (10) business days in advance of the date of the Final Fairness Hearing.

20. The Bar Date shall be one hundred twenty (120) calendar days after the Notice

Date. The Bar Date may be extended by written agreement of the parties through Class Counsel and Manufacturer Defendants' Counsel without further approval of the Court or notice to the Manufacturer Settlement Class, provided that the 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, and without further notice to the Manufacturer Settlement Class. Settlement Class Members may check the Settlement Website regularly for updates and further details regarding extensions of these dates of performance. Manufacturer Settlement Class Members may also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.mow.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Missouri, 400 E. 9<sup>th</sup> Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

22. If for any reason a Final Approval Order as contemplated in the Manufacturer Settlement Agreement 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 Manufacturer Settlement Agreement 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 Manufacturer Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Manufacturer Settlement Class had never been certified pursuant to the Manufacturer

Settlement Agreement 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 Manufacturer 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 Manufacturer Settlement Agreement, 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 Manufacturer 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 or in any other forum asserting any of the Released Claims.

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 Manufacturer Settlement Agreement.

25. Nothing contained in this Order is, or may be construed as, a presumption, concession, or admission by or against Manufacturer Defendants, or any Released Party 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 Manufacturer 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 Manufacturer Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Long Form Notice, Summary Class Notice, Mailed Class Notice, Claim Form and other exhibits that they jointly agree are reasonable or necessary.

27. Pursuant to 28 U.S.C. § 1715(b), Manufacturer Defendants shall serve statutory notice of the Settlement upon the appropriate Federal and State officials within 10 days of this Order.

**IT IS SO ORDERED**, this \_\_ day of \_\_\_\_\_, 2024.

---

Hon. Stephen R. Bough  
United States District Court Judge

# **EXHIBIT B**

**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 JUDGMENT AND ORDER OF DISMISSAL [PROPOSED]**

WHEREAS, by order dated \_\_\_\_\_, 2024, this Court granted preliminary approval of the proposed Class Action Settlement Agreement and Release with accompanying exhibits between Plaintiffs and Manufacturer Defendants (collectively referred to as “Manufacturer Settlement Agreement” or “Settlement”) in the above-captioned action (the “Action”).

WHEREAS, the Court also provisionally certified a Manufacturer 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 \_\_\_\_\_, 2025. On that date, the Court held the duly noticed Final Fairness Hearing to consider: (1) whether the terms and conditions of the Manufacturer Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing with prejudice the claims of Plaintiffs and Manufacturer Settlement Class Members against Manufacturer Defendants, as set forth in the Corrected Fifth Amended Consolidated Complaint; and (3) Class Counsel’s motion for approval of attorney’s fees, expenses, and Class Representative 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 Manufacturer Defendants, on the other hand, including, but not limited to, extensive mediation efforts. Counsel for the Parties are highly experienced in this type of litigation, with full knowledge of the risks inherent in the 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 Manufacturer Settlement Class Members against Manufacturer Defendants, as well as the Release of Manufacturer Defendants and the Released Parties, the significant benefits provided to the Manufacturer Settlement Class Members as described in the Manufacturer Settlement Agreement, and the award of attorneys' fees and expenses requested, and the incentive awards requested, are fair, reasonable, and adequate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Manufacturer Settlement Agreement, including the exhibits thereto, is expressly incorporated by reference into this Order ("Final Approval Order") and made a part hereof for all purposes. Except where otherwise noted, all capitalized terms used in this Final Approval Order shall have the meanings set forth in the Manufacturer Settlement Agreement.

2. The Court has personal jurisdiction over Manufacturer Defendants and all Manufacturer Settlement Class Members for purposes of settlement, and has subject-matter jurisdiction over the Action, including, without limitation, jurisdiction to approve the proposed

Settlement, to grant final certification of the Manufacturer Settlement Class for purposes of settlement, to settle and release all claims arising out of the transactions alleged in Plaintiffs' Corrected Fifth Amended Consolidated Complaint in the Action, and to dismiss Manufacturer Defendants from the Action on the merits and with prejudice.

3. The Court finds, for settlement purposes only and conditioned 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 Manufacturer 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 Manufacturer Settlement Class for purposes of settlement; (c) the claims of Plaintiffs are typical of the claims of the Manufacturer Settlement Class they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Manufacturer 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 Manufacturer Settlement Class Members predominate over any questions affecting any individual Manufacturer 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 Manufacturer 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 the Manufacturer 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 the Action for settlement purposes as a class action on behalf of:

- (a) all persons and other entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United States and its territories, other than Missouri, at any point in time from December 1, 2013 to present, excluding any persons and/or entities who purchased for resale; and,
- (b) all persons and other entities who purchased Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in Missouri at any point in time from December 1, 2013 to present, excluding any persons and/or entities who purchased for resale.

The Settlement Class also excludes Manufacturer Defendants, including their immediate family members, as well as the M D L judicial officers assigned to this litigation and their immediate family and staff members.

5. The Court appoints Tom Bender and Dirk Hubbard from the law firm Horn Aylward & Bandy, LLC in Kansas City, Missouri; Bryan White, Gene Graham, and Bill Carr 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; Don Downing and Gretchen Garrison of Gray Ritter Graham in St. Louis, Missouri; Patricia Campbell of Krause & Kinsman in Kansas

City, Missouri; Athena Dickson of the Siro Smith Dickson Law Firm in Kansas City, Missouri; Jon Robinson and Zachary Anderson from the law firm Bolen Robinson & Ellis, LLP in Decatur, Illinois; 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 Jennings PLLC in Little Rock, Arkansas; Stephen Bassler and Sam Ward 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 Malterers of the law firm Malterers, Shepherd & Von Holtum in Worthington, Minnesota; and Travis Griffith from the law firm Griffith Law Center, PLLC in Charleston, West Virginia as counsel for the Manufacturer Settlement Class (“Class Counsel”). The Court finds that Class Counsel are competent and capable of exercising their responsibilities as Class Counsel. The Court designates Plaintiffs set forth on Appendix A to the Manufacturer Settlement Agreement as the representatives of the Manufacturer Settlement Class. The Court finds that Plaintiffs and Class Counsel have fully and adequately represented the Manufacturer Settlement Class for purposes of entering into and implementing the Manufacturer 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 listed on Appendix A to the Manufacturer Settlement Agreement as Class Representatives.

6. The Court finds that the notice provided to the Manufacturer Settlement Class Members is in accordance with the terms of the Manufacturer 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 the Manufacturer Settlement Class Members under the circumstances of the Action;

(b) was reasonably calculated, under the circumstances, to apprise the Manufacturer Settlement Class Members of (i) the pendency of the Action, (ii) their right to exclude themselves from the Manufacturer Settlement Class and the proposed Settlement, (iii) their right to object to any aspect of the Manufacturer Settlement Agreement (including final certification of the Manufacturer Settlement Class for purposes of settlement, the fairness, reasonableness, or adequacy of the Settlement, the adequacy of Class Counsel and Plaintiffs' representation of the Manufacturer 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 Final Approval Order and any related orders, whether favorable or unfavorable, on all Persons who do not validly and timely request exclusion from the Manufacturer Settlement Class;

(c) constituted reasonable, due, adequate, and sufficient notice to all Persons 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 Manufacturer Settlement Agreement, 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, Plaintiffs and the Manufacturer 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 Manufacturer



Settlement Agreement 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 Manufacturer 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 Plaintiffs, who have participated in this litigation and evaluated the proposed Settlement, also favors final approval.

8. The Settlement provides meaningful relief to the Manufacturer 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 Manufacturer Settlement Class.

9. The parties are directed to consummate the Manufacturer Settlement Agreement in accordance with its terms and conditions. The Court hereby declares that the Manufacturer Settlement Agreement is binding on all Parties and Manufacturer 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 Manufacturer Settlement Agreement, Manufacturer Defendants have agreed to a Manufacturer Class Settlement Fund from which the Settlement Administrator will pay each Qualified Manufacturer Settlement Class Member an amount based on the Plan of Allocation, which considers each member's total purchases and other damage claims

during the Class Period.

11. Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, the Court hereby awards Class Counsel attorneys' fees in the amount of \$\_\_\_\_\_ and expenses of \$\_\_\_\_\_. The Court also awards incentive awards of (i) \$4,500 to each Class Representative set forth on Appendix A to the Manufacturer Settlement Agreement who provided deposition testimony and (ii) \$3,000 to each Class Representative set forth on Appendix A to the Manufacturer Settlement Agreement who provided discovery responses but not deposition testimony, all for their time and efforts in serving as Class Representatives. The attorneys' fees are based on a percentage of the gross Manufacturer Settlement Class Fund, as well as on the amount of time Class Counsel reasonably expended working on the Action. The attorneys' fees, expenses, and incentive awards are to be paid out of the Manufacturer Settlement Class Fund. The Settlement Administrator shall pay such attorneys' fees and expenses and Class Representative's incentive awards according to the schedule, and in the manner, described in the Manufacturer Settlement Agreement. Such payment will be in lieu of statutory fees Plaintiffs and their attorneys might otherwise have been entitled to recover from Manufacturer Defendants, and this amount shall be inclusive of all fees and costs of Class Counsel in the Action.

12. The claims against Manufacturer Defendants in the Action are hereby dismissed with prejudice and without costs as against Manufacturer Defendants and the Released Parties.

13. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

14. Members of the Manufacturer Settlement Class identified in Exhibit 1 to this Order, which is filed under seal, have opted out of, or sought exclusion from, the Manufacturer Settlement

Class by the date set by the Court, are deemed not to be Manufacturer Settlement Class Members for purposes of this Order, do not release their claims against the Released Parties by operation of the Manufacturer Settlement Agreement, and will not obtain any benefits of the Manufacturer Settlement Agreement.

15. The Court orders that, upon the Effective Date, the Manufacturer Settlement Agreement shall be the exclusive remedy for any and all Released Claims of the Manufacturer Settlement Class Members against the Released Parties. The Court thus hereby permanently bars and enjoins the Releasing Parties, and all persons acting on behalf of, or in concert or participation with, 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 any of the Released Parties; (b) bringing or continuing a class action on behalf of Plaintiffs, Manufacturer Settlement Class Members, or any other Releasing Party, seeking to certify a class that includes Plaintiffs, Settlement Class Members, or any other Releasing Party 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 any of the Released Parties.

16. Neither the Manufacturer Settlement Agreement, 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 Manufacturer 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 Manufacturer Defendant or any other Released Party of the truth of the Released Claims;

(b) offered by any person or received against Manufacturer 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 Manufacturer Defendants or any other Released Party or any other alleged wrongdoing by any Manufacturer Defendant or any other Released Party.

17. Certification of the Manufacturer Settlement Class for settlement purposes only shall not be deemed a concession or admission that certification of a litigation class would be appropriate. Manufacturer Defendants reserve the right to challenge class certification in any other action, or in the Action if the Manufacturer Settlement Agreement becomes null and void according to its terms. No agreements or statements made by Manufacturer Defendants in connection with the Manufacturer Settlement Agreement, or any findings or rulings by the Court in connection with the Manufacturer Settlement Agreement, may be used by Plaintiffs, Class Counsel, any person in the Manufacturer 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 Manufacturer Defendants or any other Released Party.

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

(a) enforcing the terms and conditions of the Manufacturer 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 Manufacturer Settlement Agreement or this Final Approval Order (including, without limitation: whether a Person is or is not a Manufacturer Settlement Class Member; whether claims or causes of action allegedly related to the Action are or are not barred or released by the Manufacturer Settlement Agreement and this Final Approval Order; and whether Persons are enjoined from pursuing any claims against Manufacturer 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 Approval Order and the Manufacturer Settlement Agreement (including, without limitation, orders enjoining Persons from pursuing any claims against Manufacturer 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 Manufacturer Settlement Agreement, the Settling Parties, and the Manufacturer 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 Manufacturer Settlement Agreement.

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

**IT IS SO ORDERED**, this \_\_\_ day of \_\_\_\_\_, 2025.

---

Hon. Stephen Bough  
United States District Court Judge

# **EXHIBIT C**

**EXHIBIT C**  
**MANUFACTURER SETTLEMENT**  
**CLAIM FORM**

**The Settlement Administrator must receive this form no later than February 28, 2025 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 Settlement has been reached with the Manufacturer Defendants in a lawsuit regarding the sale and use of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil. The Proposed Manufacturer Settlement settles all claims asserted or that could have been asserted in this Multi-District Litigation ("MDL") lawsuit against Smitty's Supply, Inc. and CAM2 International, LLC.**

**Please read all of the following instructions carefully before filling out your  
Manufacturer Settlement Claim Form.**

1. Please review the Long Form Manufacturer Settlement Notice (the "Notice") and have the Notice with you when you complete your Manufacturer Settlement Claim Form (the "Claim Form"). That Notice is available on the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or by calling the Settlement Administrator at 866-742-4955. Please also review and have available the Mailed Class Notice you received, if any.
2. Under the terms of the Proposed Manufacturer Settlement, you may be entitled to receive a monetary award based, in part, on your purchase(s) of Super S Super Trac 303 Tractor Hydraulic Fluid (other than in Missouri), Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil ("Smitty's/CAM2 303 THF Products") between December 1, 2013 and the present. Even if you received a Mailed Class Notice indicating one or more Retailers had a record of your Smitty's/CAM2 303 THF Products purchases for purposes of the prior Retailers 303 THF Class Settlement, you must timely complete and submit this Claim Form to be eligible to receive a monetary award from the Proposed Manufacturer Settlement.
3. If you are a Manufacturer Settlement Class Member, the Proposed Manufacturer 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 Smitty's/CAM2 303 THF Productions purchases during the Class Period. Part A of the Claim Form relates to your purchases. Under the Proposed Manufacturer Settlement, this damage portion of your claim will be valued as follows based on your Smitty's/CAM2 303 THF Product purchases: \$12 for each 5-gallon bucket purchased; \$6 for each 2-gallon jug purchased; \$4 for each 1-gallon jug purchased; and \$90 for each 55-gallon drum purchased. Each damage claim for purchases is subject to a maximum \$100 claim value unless receipts or other acceptable proof of purchases are provided. If purchases of Smitty's/CAM2 303 THF



Products greater than \$100 are reflected in the purchase data provided by Retailers, such data satisfies the proof of purchase requirement for those purchases. Note also that your monetary award will be whatever pro rata percentage of the total claim value the settlement funds can provide.

4. You must complete Part A of the Claim Form in order to be eligible for this damage portion based on purchases. Even if you received a Mailed Class Notice indicating at least one of the Retailers has a record of your purchase of Smitty's/CAM2 303 THF Products, you MUST complete Part A of the Claim Form to confirm eligibility and be eligible to receive a monetary award from the Proposed Manufacturer Settlement. If you previously filed a claim or had an automatic payment in the Retailers 303 THF Class Settlement, your Mailed Class Notice will include a summary of the number of buckets you were paid on and any approved repairs/damages on which you were paid. You can note on Part A of the Claim Form that you wish to submit a claim for those purchases reflected on that data as well as those repairs. Note that all prior claims will be reviewed and re-evaluated.
5. Under the Proposed Manufacturer Settlement, in addition to a monetary award based upon your Smitty's/CAM2 303 THF Product purchases during the Class Period, you also may be entitled to an additional Claim Value component if you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to your use of Smitty's/CAM2 303 THF Products. Therefore, if you have experienced any such repairs/parts/specific equipment damage, you should also complete the Part B "Repairs/Parts/Specific Equipment Damage" section of the Claim Form. Your claim value for any repairs done, repairs needed, and/or damage beyond repair is subject to a maximum \$1,000 claim value unless receipts or other acceptable proof of repairs, parts, specific damage are provided. Be sure to attach all supporting documents (such as receipts, invoices, and work orders or other records reflecting work/repairs performed) related to any claimed repairs/parts/equipment losses as well as any further information you have supporting your claim for additional funds due to alleged equipment losses, repairs and/or parts purchases. Note also that your monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide. If you have previously submitted a Repairs/Parts/Specific Equipment Damage claim in the Retailers 303 THF Class Settlement, there is a place on the Claim Form for you to request that claim submission be applied to this Proposed Manufacturer Settlement. Note that all prior claims will be re-reviewed and re-evaluated.
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 Smitty's/CAM2 303 THF Products. Such increased wear and damage may include, without limitation, scratching, corrosive wear, rippling, ridging, pitting, spalling and scoring of the gears and metal components, seal damage, spiral gear damage, metal abrasion, corrosion, surface wear, clutch wear and breakage, wet brake damage, pump failure, leakage, and damage from deposits, sludging and thickening. Claims for such repairs/parts/specific damage may include a request for funds to flush the hydraulic system of equipment that used Smitty's/CAM2 303 THF Products. Again, the Manufacturer Defendants deny these allegations that Smitty's/CAM2 303 THF Products cause damage to equipment.

7. You must complete Part B of the Claim Form in order to be eligible for the repairs/parts/specific equipment damage portion. If you wish to also make a claim for repairs/parts/specific equipment damage, please provide the information requested in Part B 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. If you claim to have had equipment damaged beyond reasonable repair, you can indicate that in response to question 5e and also then respond to questions 5f through 5h. Please provide a description of the damage and the reasons you claim the equipment could not be repaired or was not reasonable, justified or feasible to repair. Again, if you have documentation supporting the claimed repairs, parts, or specific equipment damage, please provide those with your Claim Form.
  
8. To submit the Manufacturer Settlement Claim Form, you must do one of the following: (i) complete an electronic Claim Form and submit it via the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) on or before \_\_\_\_\_; or (ii) complete a paper Claim Form and send it via fax to 215-827-5551, via United States mail, postage prepaid to *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by \_\_\_\_\_. You may also submit the form via email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) by **February 28, 2025**. As noted above, if you have previously submitted claim forms in the Retailers 303 THF Class Settlement, you **MUST** still file a Claim Form in order to receive benefits under the Proposed Manufacturer Settlement. However, you can simply agree to use the same claim information/documentation and sign the Claim Form. (Note that you may submit additional claims and/or documentation as supplements to that prior claim).
  
9. Once your Claim Form is received, the Settlement Administrator will review the form for compliance. If you desire an acknowledgment of receipt of your Claim Form, return your Claim Form by Certified Mail, Return Receipt Requested. Keep a copy of your completed Claim Form for your records. If your Claim Form is rejected, the Settlement Administrator will notify you by United States Mail or email of the rejection and the reasons for such rejection.

**CLASS MEMBER INFORMATION**

\_\_\_\_\_  
Claimant Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
If you received a Mailed Class Notice with a summary of your claim in the Retailers 303 THF Settlement, please indicate the claim number that was included with that summary below:

**PRIOR FORM SUBMITTED/MAILED NOTICE RECEIVED**

1. Did you previously submit a Class Membership Form or a Correction Form or were you paid automatically in the Retailers 303 THF Class Settlement and received a summary with your Mailed Class Notice?

Yes \_\_\_\_\_ No \_\_\_\_\_

- a. If yes, would you like to use the number of buckets as indicated in the summary that was included in your Mailed Class Notice?

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. If yes to both, please sign, date, and print name where indicated below at the end of Part A, and also submit any additional documentation and/or proof of purchase that you may have. Note that each Part A damage claim is subject to a maximum \$100 claim value unless receipts or other acceptable proof of purchases are provided. Note also that your actual monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide.

- c. If no to either, please complete the Part A – “Purchases of Smitty’s/CAM2 303 THF Products” section below.

2. Did you previously submit a Repairs/Parts/Specific Equipment Damage Claim Form in the Retailers 303 THF Class Settlement and receive a summary with your Mailed Class Notice?

Yes \_\_\_\_\_ No \_\_\_\_\_

- a. If yes, would you like to deem that prior Repairs/Parts/Specific Equipment Damage Claim Form submitted for this Proposed Manufacturer Settlement and use the damage amount as indicated in the summary that was included with your Mailed Class Notice?

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. If yes to both, please sign, date, and print name where indicated below at the end of Part B, and also submit any additional documentation and/or proof of purchase that you may have. Note that each repairs/parts/specific equipment damage claim is subject to a maximum \$1,000 claim value unless receipts or other acceptable supporting documentation are provided. Note also that your actual monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide.
- c. If no to either, please complete the Part B – “Repairs/Parts/Specific Equipment Damage” section below and submit any documentation you have.

**PART A -- PURCHASES OF SMITTY’S/CAM2 303 THF PRODUCTS**

3. If your answer is “No” to any question in No. 1, above, please list your purchases of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil from December 1, 2013 to present, along with the Retailer Store, Quantity, and Method of Payment. Do not list any purchases that you returned to the store after purchase. Also do not list any purchases that were made for resale. Attach additional sheets if needed.

303 THF PRODUCT PURCHASES				
Appx. Date	Product Name and Store (Name & Location)	Quantity	Size	Payment Method

4. List the equipment in which you used Smitty’s/CAM2 303 THF Products listed in response to Question 3 above. Attach additional sheets if needed.

Type of Equip.	Year	Make	Model


Please sign, date, and print your name as indicated in the Part A – Declaration and Signature section below, and also submit any additional documentation and/or proof of purchase that you may have.

**PART A -- DECLARATION AND SIGNATURE**

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 were of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil and that such purchases were not for the purpose of resale to others.

If I previously submitted a Class Membership Form or Correction Form that I am relying on in this Proposed Settlement, pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the information in that previous Class Membership Form or Correction Form is true and correct and that the purchases described therein were of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil and that such purchases were not for the purpose of resale to others.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**PART B -- 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 Smitty's/CAM2 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 Smitty's/CAM2 303 THF Products purchased 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 Smitty's/CAM2 303 THF Products purchased during the Class Period:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 "f" is yes, please also respond to the following questions g through i, 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?

---

i. Have you previously collected for this repair or parts purchase in any settlement related to 303 THF, whether the Retailer Class Settlement or otherwise?

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Please sign, date, and print your name as indicated in the Part B – Declaration and Signature section below, and also submit any additional documentation and/or proof of repair that you may have.

**PART B -- DECLARATION AND SIGNATURE**

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury the foregoing is true and correct. I also declare under penalty of perjury that any information previously submitted and deemed re-submitted herein is true and correct, and was attributable in whole or part to the use of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil and not for the purpose of resale to others.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



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

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

c/o RG/2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

(866) 742-4955 (toll free)

(215) 827-5551 (fax)

303tractorhydraulicfluidsettlement@rg2claims.com

You may also contact Class Counsel at:

Dirk Hubbard

Horn Aylward & Bandy, LLC

2600 Grand Boulevard, Ste. 1100

Kansas City, MO 64108

(816) 595-7721 (phone)

(816) 421-0899 (fax)

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

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



# **EXHIBIT D**

## EXHIBIT D

### LONG FORM CLASS NOTICE

**If you purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil between December 1, 2013 and the present, a Class Action Lawsuit and Settlement Could Affect Your Rights**

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

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

Your legal rights may be affected whether you act or do not act. Read this notice carefully.

A class-action settlement was reached with the Manufacturer Defendants in Multi-District Litigation (“MDL”) regarding Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil (“Smitty’s/CAM2 303 THF Products”) made by Smitty’s Supply Inc. and CAM2 International, LLC (“Manufacturer Defendants”). The MDL is captioned: *In Re: Smitty’s/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, MDL No. 2936, Case No. 4:20-MD-02936-SRB (U.S. Dist. Court, W.D. Mo.).

In the MDL lawsuit, Plaintiffs allege (1) that Smitty’s/CAM2 303 THF Products did not meet the equipment manufacturers’ specifications or provide the performance benefits listed on the product labels, (2) that Smitty’s/CAM2 303 THF Products were made with inappropriate ingredients, and (3) that use of Smitty’s CAM2 303 THF Products in equipment causes damage to various parts of equipment. The Manufacturer Defendants have denied the allegations and claims of wrongdoing.

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

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

Manufacturer Settlement, you will need to complete and submit Part A of the Claim Form EVEN IF you received a Mailed Class Notice.

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

You are a Class Member in the Proposed Settlement if you purchased Super S Super Trac 303 Tractor Hydraulic Fluid (other than in Missouri), Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil between December 1, 2013 and the present. See questions \_\_\_\_ on page \_\_, below, for further information.

You are not a Class Member if you: (1) never purchased Smitty's/CAM2 303 THF Products in the Class Period; (2) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; or (3) are a Judge of the Court in which the Action is pending (or could be appealed to), or part of their immediate family or staff. See question \_\_ on page \_\_, below.

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

<b><i>ACTION</i></b>		<b><i>DUE DATE</i></b>
<b>Do Nothing</b>	If you do nothing, you will be bound by the Proposed Manufacturer Settlement (if approved), you will have released your claims, and you will <u>not</u> be eligible to receive any monetary award.	
<b>Submit a Class Membership Form</b>	You must timely submit a valid Part A section of the Claim Form to the Settlement Administrator in order to recover a monetary award under the Proposed Settlement. To submit or obtain a Claim Form, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or call <b>SETTLEMENT PHONE NUMBER</b> .	<b>By</b> _____
<b>Submit a Repairs/Parts/Specific Equipment Damage Claim Form</b>	If you submit a valid Part A section of the Claim Form, you may complete and submit Part B of the Claim Form regarding repairs and damage you claim to your equipment caused, in whole or in part, by Smitty's/CAM2 303 THF Products. To submit, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or call <b>SETTLEMENT PHONE NUMBER</b> .	
<b>Exclude Yourself</b>	You may request to be excluded from the Manufacturer Settlement Class by timely submitting a request in writing to the Settlement Administrator. If you do this, you will not receive any of the benefits provided by the Proposed Manufacturer Settlement and you may not object to the Proposed Manufacturer Settlement. You will, however, keep your right to sue Manufacturer Defendants regarding the claims asserted in the class action.	<b>By</b> _____
<b>Object</b>	You may object to the Proposed Manufacturer Settlement by submitting a valid and timely objection to the Court and counsel for the parties. If you object, you must still timely submit a valid Claim Form by the date specified above in order to receive an award. You may object to the Settlement only if you <b>do not</b> exclude yourself by the date listed immediately above.	<b>By</b> _____

- These rights and choices – **and the deadlines to exercise them** – are further explained in this Notice.
- These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) regularly for updates and further details.
- The Court still has to decide whether to approve the Proposed Settlement. Benefits will be provided only if the Court approves the Proposed Settlement and after any appeals are resolved.

**WHAT THIS NOTICE CONTAINS**

BASIC INFORMATION..... 6

1. Why did I get this Notice? ..... 6

2. What is this lawsuit about? ..... 6

3. Why is this a class action? Who are the Class Representatives..... 7

4. Who are the Defendants; Why is there a Proposed Settlement?..... 7

5. Will the Proposed Settlement Conclude the MDL Litigation?.....8

6. Why is there a Settlement with the Manufacturer Defendants?.....8

7. What do Plaintiffs Claim Regarding the Damage to Equipment From Use of the Manufacturer Defendants' 303 THF Products?.....8

WHO IS IN THE PROPOSED SETTLEMENT CLASS..... 8

8. How do I know if I'm part of the Proposed Manufacturer Settlement Class? What do I need to do to participate?.....9

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

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET ..... 9

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

11. How do I submit Part A of the Manufacturer Settlement Claim Form?..... 12

12. How do I submit Part B of the Repair/Parts/Specific Equipment Damage Claim Form?.....13

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

14. When will I get my Proposed Settlement benefits?..... 13

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

16. What am I giving up to stay in the Manufacturer Settlement Class?..... 14

17. Can I get out of the Proposed Manufacturer Settlement and the Class?..... 15

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

## BASIC INFORMATION

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

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

This Notice explains:

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

### 2. What is the lawsuit about?

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

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

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

The Plaintiffs in this lawsuit allege (1) that Smitty's/CAM2 303 THF Products did not meet the equipment manufacturers' specifications or provide the performance benefits listed on the product labels, (2) that Smitty's/CAM2 303 THF Products were made with inappropriate ingredients, and (3) that use of Smitty's/CAM2 303 THF Products in equipment causes damage to various parts of equipment. Plaintiffs claim that because of alleged failures to meet OEM specs and the ingredients contained in Smitty's/CAM2 303 THF Products, those products should not be used as tractor hydraulic fluid and that the fluid should be flushed from equipment systems if one can afford the cost of doing so.

Plaintiffs further contend in this lawsuit that the repairs, parts, and specific equipment damage allegedly resulting from the use of Smitty's/CAM2 303 THF Products may include, without limitation, repairs, parts and equipment purchases required to remedy damage to seals, pumps, filters, gears, clutch and brake systems, power take-off (PTO) systems and losses incurred as a result of equipment being damaged beyond reasonable repair as a result of damage and increased



or excessive wear resulting from use of Smitty's/CAM2 303 THF Products. Such increased wear and damage may include, without limitation, scratching, corrosive wear, rippling, ridging, pitting, spalling and scoring of the gears and metal components, seal damage, spiral gear damage, metal abrasion, corrosion, surface wear, clutch wear and breakage, wet brake damage, pump failure, leakage, and damage from deposits, sludging and thickening.

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

The Court has not issued any final ruling regarding the merits of Plaintiffs' claims against the Manufacturing Defendants.

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

In a class action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are a "Class" or "Class Members." One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class. In a class action, the Court has a responsibility to assure that prosecution and resolution of the class claims by the Class Representatives and class counsel is fair. In the pending MDL lawsuit, the Class Representatives are asking the Court to decide the issues for all persons and entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil between December 1, 2013 and the present. The Class sought excludes Missouri purchases of Super S Super Trac 303, for which a previous class action settlement has been finally approved.

There are 106 Class Representatives in Plaintiffs' Corrected Fifth Amended Consolidated Complaint ("5<sup>th</sup> ACC"), and they include Class Representatives who purchased in 41 different states. The names of the Class Representatives are contained in the 5<sup>th</sup> ACC which is available at the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com). The complete list of Class Representatives for the Proposed Manufacturer Settlement are attached as Appendix A to the Proposed Settlement, available at the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

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

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



The Court did not rule in favor of any party. Instead, the Class Representatives and Manufacturer Defendants agreed to a Proposed Settlement. The Class Representatives and their attorneys think the Proposed Settlement is best for all Manufacturer Settlement Class Members. The Proposed Settlement does not mean that any law was broken by the Manufacturer Defendants or that those Manufacturer Defendants did anything wrong. The Manufacturer Defendants deny any wrongdoing or liability.

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

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

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

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

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

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

As part of the Settlement, the parties have agreed to the certification of a Manufacturer Settlement Class for purposes of this Settlement only. The Settlement Class includes all persons and entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United States between December 1, 2013 and the present. (Note that excluded from the Class are persons and entities who solely purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri.)

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

If you are a Manufacturer Settlement Class Member, the Proposed Settlement may provide you with a cash award. It is not known at this time what any specific monetary award will be. One

component of the Plan of Allocation is based on the number of purchases during the Class Period. In addition to this monetary relief based on the number of purchases during the Class Period, if you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to your use of Smitty's/CAM2 303 THF Products you may be entitled to an additional award. Therefore, if you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to the use of Smitty's/CAM2 303 THF Products, you should also complete and submit Part B of the Claim Form. The Claim Form is available at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or by calling the Settlement Administrator at [INSERT SETTLEMENT PHONE NUMBER].

Under the Proposed Settlement, the Part A damage portion of your claim will be valued as follows shall be based on your Smitty's/CAM2 303 THF Product purchases: \$12 for each 5-gallon bucket purchased; \$4 for each 1-gallon jug purchased; \$6 for each 2-gallon jug purchased; and \$90 for each 55-gallon drum purchased. **Note also that a Qualified Manufacturer Settlement Class Member's monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide.**

**8. Are there exceptions to being included?**

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

Persons and/or entities who solely purchased for resale are also excluded from this Manufacturer Class-Action Settlement and Manufacturer Settlement Class.

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

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

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

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

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

The Manufacturer Settlement Class Fund totals \$31.9 Million, which will be paid to Qualified Manufacturer Settlement Class Members after the payment of the costs of settlement administration and notice, incentive awards to Class Representatives as Ordered by the Court, and Class Counsel's fees and expenses, as Ordered by the Court. The Net Manufacturer Settlement Class Fund shall be distributed to Qualified Settlement Class Members as follows:

- (a) Total Claim Value: Each Qualified Manufacturer Settlement Class Member will receive a Total Claim Value based on the combination of (1) the Damage Claim Value based on that Class Member's amount of purchases of Smitty's/CAM2 303 THF Products within the Manufacturer Settlement Class definition and during the Class Period (as set forth in (b) below); and (2) the Repairs/Parts/Specific Equipment Damage Claim Value based on the Settlement Administrator's determination on that Class Member's submission of a Claim Form, if any (as set forth in (c) below).
- (b) Damage Claim Value: Each Qualified Manufacturer Settlement Class Member will receive a Damage Claim Value determined based on a percentage of the imputed average price of his/her/its purchases of Smitty's/CAM2 303 THF Products during the Class Period, excluding purchases of Super S Super Trac 303 made in Missouri. The Damage Claim Value allowed for the respective unit sizes of Smitty's/CAM2 303 THF Products shall be as follows: \$12 for each 5-gallon bucket purchased; \$6 for each 2-gallon jug purchased; \$4 for each 1-gallon jug purchased and \$90 for each 55-gallon drum purchased. These amounts are estimated by Class Counsel to be equal to 50% of that unit's average sale price during the Class Period. As noted, no credit shall be given to purchases of Super S Super Trac 303 in Missouri. Each Part A damage claim is subject to a maximum \$100 claim value unless receipts or other acceptable proof of purchases are provided. As noted below, the final value/payment on this claim is subject to *pro rata* reduction if the Net Manufacturer Settlement Class Fund is not sufficient to pay all valid claims.
- (c) Repairs/Parts/Specific Damage Claim Value: Each Qualified Manufacturer Settlement Class Member who timely submits a Claim Form will receive a Repairs/Parts/Specific Equipment Damage Claim Value based on the Settlement Administrator's determination based on the Class Member's equipment repairs, parts purchases, and/or specific damage to equipment that may be attributable, in whole or in part, to the use of Smitty's/CAM2 303 THF Products during the Class Period. Such repairs, parts, purchases, and/or equipment damage may relate to, without limitation, damage to seals, pumps, filters, gears, and clutch and brake systems, power take-off ("PTO") systems and/or losses incurred as a result of equipment being damaged beyond reasonable

repair which occurred as a result of damage and increased or excessive wear resulting from use of Smitty's/CAM2 303 THF Products. Such increased wear and damage may include, without limitation, scratching, corrosive wear, rippling, ridging, pitting, spalling and scoring of the gears and metal components, seal damage, spiral gear damage, metal abrasion, corrosion, surface wear, clutch wear and breakage, wet brake damage, pump failure, leakage, and damage from deposits, sludging and thickening. Claims for such repairs/parts/specific damage may include a request for funds to flush the hydraulic system of equipment that used Smitty's/CAM2 303 THF Products. Claims for such repairs/parts/specific damage shall require submission of the Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts. There is a maximum of \$1,000 Repairs/Parts/Specific Damage Claim Value (including the flush claim value) for each Qualified Manufacturer Settlement Class Member unless receipts or other acceptable proof of repairs, parts, specific damage totaling over \$1,000 are provided. As noted below, the awards/payments on these claims are subject to *pro rata* reduction if the Net Manufacturer Settlement Class Fund is not sufficient to pay all valid claim values.

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

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

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

To submit Part A of the Manufacturer Settlement Claim Form, you **must** complete an electronic or hard copy of Part A and submit it at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) by \_\_\_\_\_, 2025, or, for hard copy, paper format, by mailing the completed Part A of the Claim Form and any supporting papers to: Manufacturer Settlement, *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, c/o Settlement Administrator, \_\_\_\_\_ by \_\_\_\_\_, 2025.

**ADD OTHER WAYS TO SUBMIT – BY EMAIL/FAX**

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

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

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

To submit and/or supplement a Repair/Parts/Specific Equipment Damage Claim, you **must** complete an electronic or hard copy Part B of the Claim Form and submit it at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) by \_\_\_\_\_, 2025, or, for hard copy, paper format, by mailing Part B of the Claim Form and any supporting papers to: Manufacturer Settlement, *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, c/o Settlement Administrator, \_\_\_\_\_ by \_\_\_\_\_, 2025.

**ADD OTHER WAYS – BY EMAIL/FAX**

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

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

To be eligible to recover Repairs/Parts/Specific Equipment Damage Relief, you must provide the information requested on Part B of the Manufacturer Settlement Claim Form, which includes narrative information along with any documents describing the claimed equipment malfunction, repairs and/or parts purchases or other losses sustained to fully describe what occurred and what



repair/parts or other actions were required. You should also submit the cost of the repairs and/or parts as well as the date said repair were done and/or parts purchased, along with any documentation. If the equipment has not been repaired, you should submit a narrative regarding the damage to the equipment and the estimated cost of such repair, along with any documentation. If the equipment was damaged beyond reasonable repair, you should indicate that and also then respond to additional Questions “e” through “h” and you should submit a description of the damage and the reason the repairs were not reasonable, justified or feasible. Please submit any documentation supporting the claim and/or the amounts sought for repairs and/or parts purchases.

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

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

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

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

Settlement benefits will be available only if the Proposed Manufacturer Settlement is approved by the Court and after it becomes final. The Court will hold a hearing on \_\_\_\_\_, 2025, to decide whether to approve the Proposed Manufacturer Settlement. If the Court approves the Proposed Manufacturer Settlement, there may be appeals, and the Proposed Manufacturer Settlement can’t become final until all appeals are resolved. It is always uncertain how long appeals will take – they can take many months or longer. You should check the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) for updates on the status of the Proposed Manufacturer Settlement and applicable deadlines. Please be patient.

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

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

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

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

If you do not exclude yourself from the Manufacturer Settlement Class, then you are automatically in the Class if you have purchased **Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United States between December 1, 2013 and the present**, other than certain exclusions set forth in section \_\_\_ on page \_\_\_, above.

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

By staying in the Manufacturer Settlement Class, you become a Manufacturer Settlement Class Member and you are agreeing to fully, finally, and forever release, relinquish, and discharge any current or future claims you might have against the Manufacturer Defendants and their affiliates, divisions, subsidiaries, and assigns that relate to **Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil** purchased in the United States between December 1, 2013 and the present. The entire release contained in the Proposed Manufacturer Settlement Agreement is set forth below:

“Upon the Effective Date, the Releasing Parties, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, hereby fully release and forever discharge the Released Parties (as defined herein) from any claims that have been or that could have been made or brought in the Action arising out of or relating to the Action or Plaintiffs' allegations about, or any purchase and/or use of Smitty's/CAM2 303 THF, including but not limited to Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in the United States and its territories during the Class Period, or any alleged personal injury or property damage relating to the use of any of the aforementioned products. This Release shall broadly include, at least, all known and unknown claims against the Released Parties arising out of or relating to the Action or Plaintiffs' allegations about, or any purchase and/or use Smitty's/CAM2 303 THF, including but not limited to Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in the United States and its territories during the Class Period, including but not limited to any potential claims of breach of express or implied warranty, breach of contract, negligent misrepresentation, fraud or fraudulent misrepresentation, consumer fraud, negligence, unjust enrichment or any other common law, statutory or equitable claims. (The claims referenced in the prior sentences in this Paragraph referred to herein as the “Released Claims”) This Release is intended to be a broad release, and the parties hereto intend to fully release the Released Parties from any and all claims and potential claims arising out of or relating to the Action, including those relating to the

purchase of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil. The Parties shall further agree to language empowering the Court, after Preliminary Approval, to enjoin under the All Writs Act, any putative state or federal class action that purports to assert any Released Claim under the Manufacturer Settlement Agreement against any of the Released Parties.

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

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

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



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

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

- Your name, current address and telephone number;
- A statement that you want to be excluded from the Manufacturer Class-Action Settlement in *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, MDL No. 2936, Case No. 4:20-MD-02936-SRB (U.S. Dist. Court, W.D. Mo.), that you do not wish to be a Manufacturer Settlement Class Member, and that you want to be excluded from any judgment entered in the case pursuant to the Manufacturer Class-Action Settlement; and,
- Your signature (or your lawyer's signature).

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

If you're a Manufacturer Settlement Class Member and don't exclude yourself, you can tell the Court you don't like the Proposed Manufacturer Settlement or some part of it. You can ask the

Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Proposed Manufacturer Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may object to the Proposed Manufacturer Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, (b) be submitted to the Court either by mailing them to Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9<sup>th</sup> Street, Kansas City, Missouri, 64106, or by filing them in person at any location of the United States District Court for the Western District of Missouri, and (c) be filed or postmarked on or before \_\_\_\_\_, 2025. Also, you must serve a copy of the same on counsel for the Parties at the addresses set forth below:

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

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

Plaintiffs' Lead Counsel

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

All written objections must list your Smitty's/CAM2 303 THF purchases, including the date of purchase, product name, store name and location, and payment method, state your full name, current address, telephone number, the reasons for the objection, and whether you intend to appear at the Final Fairness Hearing either with or without separate counsel, and provide a list of all cases in which you or your separate counsel have objected to a class-action settlement in the last five years. Any documents supporting the objections must also be attached to your written objections. In addition, if you intend to call witnesses at the Final Fairness Hearing, any such witnesses must be identified in your written objections. You must personally sign your written objections. You will not be entitled to be heard at the Final Fairness Hearing unless written notice of your intention to appear at the Final Fairness Hearing and copies of any written objections and/or briefs are filed with the Court on or before \_\_\_\_\_, 2025. If you fail to file and serve timely written objections in the manner specified above, you shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Manufacturer Class Settlement.

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

Objecting is the way to tell the Court what you don't like about the Proposed Manufacturer Settlement. You can object only if you stay in the Class and don't exclude yourself.

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

## YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

### 22. Can I appear or speak in this lawsuit and Proposed Manufacturer Settlement?

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

### 23. How can I appear in this lawsuit?

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

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

Your Notice of Appearance must be signed, mailed and postmarked by \_\_\_\_\_, 2025, to the Court at:

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

### IF YOU DO NOTHING

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

If you do nothing:

- You will stay a member of the Manufacturer Settlement Class and all of the Court's orders pertaining to the Proposed Settlement will apply to you.
- You will not be a Qualified Manufacturer Settlement Class Member and will not be eligible receive any monetary benefit from the Manufacturer Settlement if you do nothing. If you do

not submit Part A of the Claim Form, you will not be considered for any monetary benefits ultimately paid pursuant to the Plan of Allocation approved by the Court and described herein.

- You won't be able to sue, or join a new lawsuit against Manufacturer Defendants about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

### THE LAWYERS REPRESENTING YOU

<b>25. Do I have a lawyer in this case?</b>
---

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

HORN, AYLWARD & BANDY, LLC

Tom Bender

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

Dirk Hubbard

[dhubbard@hab-law.com](mailto: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](mailto:ggraham@wagblaw.com)

William Carr

[wcarr@wagblaw.com](mailto:wcarr@wagblaw.com)

Bryan White

[bwhite@wagblaw.com](mailto: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](mailto:clayton@claytonjoneslaw.com)

P.O. Box 257

405 W. 58 Hwy.

Raymore, Missouri 64083

Telephone: (816) 318-4266

Facsimile: (816) 318-44267

GRAY RITTER GRAHAM

Don Downing

[ddowning@grgpc.com](mailto:ddowning@grgpc.com)

Gretchen Garrison  
[ggarrison@grgpc.com](mailto:ggarrison@grgpc.com)  
701 Markey Street, Suite 800  
St. Louis, MO 63101  
Telephone: (314) 241-5620  
Facsimile: (314) 241-4140

KRAUSE & KINSMAN  
Patricia Campbell  
[tricia@krauseandkinsman.com](mailto:tricia@krauseandkinsman.com)  
4717 Grand Avenue, Suite 300  
Kansas City, MO 64112  
Telephone: 816-226-4676  
Facsimile: \_\_\_\_\_

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](mailto:adickson@sirosmithdickson.com)

BOLEN ROBINSON & ELLIS, LLP  
Jon D. Robinson  
Zachary T. Anderson  
202 S. Franklin St., 2<sup>nd</sup> Floor  
Decatur, IL 62523  
217-429-4296  
[jrobinson@brelaw.com](mailto:jrobinson@brelaw.com)  
[zanderson@brelaw.com](mailto: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](mailto: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](mailto:Mark.bryant@bryantpsc.com)

JENNINGS, PLLC  
Christopher D. Jennings  
UPDATE

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](mailto:sbasser@barrack.com)  
[sward@barrack.com](mailto: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](mailto:paul@lundberglawfirm.com)

UPDATE?

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](mailto:travis@protectingwv.com)

MALTERS, SHEPHER & VON HOLTUM  
James E. Malters  
727 Oxford Street  
P.O. Box 517  
Worthington, MN 56187  
T: (507) 376-4166  
Fax: (507) 376-6359  
[jmalters@msvlawoffice.com](mailto:jmalters@msvlawoffice.com)

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

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

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

Class Counsel will ask the Court to approve payment of attorneys' fees of no more than 40% of the Manufacturer Settlement Class Fund minus case expenses sought to be reimbursed, as well as Settlement expenses. Class Counsel also will ask the Court to award between \$3,000 and \$4,500 to each of the Plaintiff/Class Representatives. These payments, in whatever amounts are Ordered by the Court, come out of the Manufacturer Settlement Class Fund. Class Counsel will file their Fee Application at least ten business days before the deadline for objecting to the settlement.

**THE COURT'S FAIRNESS HEARING**

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

The Court will hold a Final Fairness Hearing at \_\_\_\_ p.m. on \_\_\_\_\_, 2025. This hearing date may be moved, cancelled or otherwise modified, so please check the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) regularly for further details, or access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.mow.uscourts.gov/mdl-cases>, or visit the office of the Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9<sup>th</sup> Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. At this hearing, the Judge will consider all objections, if any, and will consider whether the Proposed Settlement is fair, reasonable, and adequate to the Class. The Judge will listen to people who have asked to speak at the hearing. The Judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the Judge will decide whether to approve the Proposed Manufacturer Settlement and the Plan of Allocation. We do not know how long these decisions will take.

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

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

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

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must file a Notice of Appearance that says you wish to speak. You can find how to file a Notice of Appearance, and the due date for filing, in question \_\_\_ 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

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

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

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

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

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

PLEASE CONTACT CLASS COUNSEL WITH ANY QUESTIONS OR INFORMATION



# **EXHIBIT E**

**EXHIBIT E**  
**SUMMARY CLASS NOTICE**  
**MANUFACTURER SETTLEMENT**

**If you purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil between December 1, 2013 and the present,  
a Class Action Lawsuit and Settlement with the Manufacturer 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 \$31,900,000.00 class-action settlement (the “Proposed Manufacturer Settlement”) has been reached with the two Manufacturer Defendants in a lawsuit regarding the sale and use of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil (“303 THF Products”). The Proposed Manufacturer Settlement settles claims against Manufacturer Defendants Smitty’s Supply, Inc. and CAM2 International, LLC (collectively referred to as “Manufacturer Defendants”) that were or could have been asserted in a Multi-District Litigation (“MDL”) lawsuit.

The Proposed Manufacturer Settlement may affect your rights. For comprehensive information about the lawsuit and settlement, including the longer notice of settlement (“Long Form Notice”) and the Manufacturer Settlement Agreement, please visit [www.303tractorhydraulicfluidsettlement.com](http://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. 9<sup>th</sup> Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. 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 alleged (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, and (3) that use of the 303 THF Products in equipment caused damage to various parts of the equipment. Because of the ingredients contained in the 303 THF Products, Plaintiffs alleged 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. The Court has not decided who is right or made a final ruling on Plaintiffs’ claims. Plaintiffs and the Manufacturer Defendants have agreed to the Proposed Manufacturer Settlement to avoid the risk and expense of further litigation.

You may be a member of the Manufacturer Settlement Class if you purchased the above-listed 303 THF Products from December 1, 2013 to the present. If you are a member of the Manufacturer Settlement Class, you will need to submit a Manufacturer Settlement Claim Form. Please visit [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) for a copy of the Claim Form, or call [INSERT SETTLEMENT PHONE NUMBER] to request that a Claim Form be mailed to you. The deadline to file your claim is [INSERT DATE].

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

The Court will decide whether to approve the Proposed Manufacturer Settlement at the Final Fairness Hearing on \_\_\_\_\_ at \_\_\_\_ p.m. Class Counsel also will ask that the Court award up to \$\_\_\_\_\_ in attorneys' fees, \$\_\_\_\_\_ in expenses, and an incentive payment of between \_\_\_\_\_ and \_\_\_\_\_ for each of the class representatives. The amounts awarded for attorneys' fees, expenses, and incentive awards come out of the Manufacturer Settlement Class Fund. This date for the hearing may change; see [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com).

**BY ORDER OF U.S. DISTRICT COURT**

# **EXHIBIT F**

**EXHIBIT F  
MAILED CLASS NOTICE  
MANUFACTURER SETTLEMENT**

**Records Indicate You May 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  
("Smitty's/CAM2 303 THF Products") 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](http://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 – If detailed information regarding the proposed settlement and how to  
submit a claim is needed in Spanish, please contact the Settlement Administrator at  
[info@rg2claims.com](mailto:info@rg2claims.com)**

1. A class-action settlement was reached with Smitty's Supply, Inc. and CAM2 International, LLC (collectively referred to as "Manufacturer Defendants") in the above-referenced Multi-District Litigation ("MDL") regarding Smitty's/CAM2 303 THF Products made by the Manufacturer Defendants.
2. In the MDL lawsuit, Plaintiffs alleged (1) that Smitty's/CAM2 303 THF Products did not meet the equipment manufacturers' specifications or provide the performance benefits listed on the product labels, (2) that Smitty's/CAM2 303 THF Products were made with inappropriate ingredient, and (3) that use of Smitty's/CAM2 303 THF Products in equipment caused damage to various parts of the equipment. Because of the ingredients contained in Smitty's/CAM2 303 THF Products, Plaintiffs alleged that Smitty's/CAM2 303 THF Products should not be used as tractor hydraulic fluid and that the fluid should be flushed from equipment systems. The Manufacturer Defendants have denied these allegations and any claims of wrongdoing.
3. This notice summarizes the Manufacturer Class-Action Settlement (sometimes referred to herein as the "Proposed Manufacturer Settlement") For more detailed information please: (i) visit the Settlement Website at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) where you can access settlement documents, including a Long Form Notice, the Manufacturer Settlement Agreement, a Claim Form with the Part A Class Membership Section to be completed to be eligible for damage payment based on purchases and the Part B Repairs/Parts/Specific Equipment Damage Section 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 Smitty's/CAM2 303 THF Products; (ii) call the settlement hotline at 1-866-742-4955; (iii) contact Class Counsel at 816-595-7721 or [dhubbard@hab-law.com](mailto:dhubbard@hab-law.com); 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. 9<sup>th</sup> Street, Kansas City,

Missouri, 64106, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk's Office to inquire about this Proposed Manufacturer Settlement or the claim process.

4. Records show you may be a Manufacturer Settlement Class Member because you may have purchased Smitty's/CAM2 303 THF Products at some time from December 1, 2013 to the present. However, you are not a member of the settlement class if (a) you did not purchase one of the specific products identified herein or if the only such product you purchased was Super S Super Trac 303 THF in Missouri; (b) the only Smitty's/CAM2 303 THF Products you purchased were for resale; (c) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; or (d) 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 Manufacturer Settlement Class Member, the Proposed Manufacturer 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. Under the Settlement Agreement, this damage portion of your claim will be valued as follows based on your Smitty's/CAM2 303 THF Product purchases: \$12 for each 5-gallon bucket purchased; \$6 for each 2-gallon jug purchased \$4 for each 1-gallon jug purchased; and \$90 for each 55-gallon drum purchased. Each damage claim for purchases is subject to a maximum \$100 claim value unless receipts or other acceptable proof of purchases are provided. If purchases greater than \$100 are reflected in the purchase data provided by Retailers, such data satisfies the proof of purchase requirement for those purchases. Note also that your monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide.
6. Even if you received a Mailed Class Notice indicating at least one of the Retailers has a record of your possible purchase of Smitty's/CAM2 303 THF Products, you MUST complete Part A of the Manufacturer Settlement Claim Form to be eligible to receive a monetary award from the Proposed Manufacturer Settlement. If you filed a claim or had an automatic payment in the Retailers 303 THF Class Settlement, your Mailed Class Notice will include a summary of the number of buckets you were paid on and any approved repairs/damages you were paid on. You can note on the Claim Form that you wish to submit a claim for those purchases reflected on that data as well as those repairs.
7. You must complete the Part A Class Membership Section of the Claim Form in order to be eligible for this damage portion based on purchases. If you have previously submitted a claim in the Retailer 303 Class Settlement, there is a place on Part A of the Claim Form for you to request that claim submission be applied to this Manufacturer Settlement.
8. Under the Manufacturer Class Settlement Agreement, in addition to a monetary award based upon your Smitty's/CAM2 303 THF Product purchases during the Class Period, you also may be entitled to an additional Claim Value component if you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to your use of Smitty's/CAM2 303 THF Products. Therefore, if you have experienced any such repairs/parts/specific equipment damage, you should also complete the Part B Repairs/Parts/Specific Equipment Damage Section of the Claim Form. The Claim Form is available at [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) or by calling the Settlement Administrator at 1-866-742-4955 or by email to [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com). Your claim value for any repairs done, repairs needed, and/or damage beyond repair is subject to a maximum \$1,000 claim value unless receipts or other acceptable proof of repairs, parts, specific damage are provided. Be sure to attach all supporting documents (such as receipts, invoices, and work orders or other records reflecting work/repairs performed) related to any claimed repairs/parts/equipment losses as well as any further information you

have supporting your claim for additional funds due to alleged equipment losses, repairs and/or parts purchases. Note also that your monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide. If you have previously submitted a Repairs/Parts/Specific Equipment Damage claim in the Retailer 303 THF Class Settlement, there is a place on the Claim Form for you to request that claim submission be applied to this Proposed Manufacturer Settlement.

9. As noted above, if you have previously submitted claim forms in the Retailers 303 THF Class Settlement, you MUST still file a Claim Form in this Manufacturer Settlement, however, you can simply agree to use the same claim information/documentation and sign the form. (Note that you may submit additional claims and/or documentation as supplements to that prior claim).

**IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS:**

<b><i>ACTION</i></b>		<b><i>DUE DATE</i></b>
<b>Do Nothing</b>	If you do nothing, you will be bound by the Proposed Manufacturer Settlement (if approved), you will have released your claims, and you will <u>not</u> be eligible to receive any monetary award.	
<b>Submit a Claim Form with Part A Completed for Purchases</b>	If you wish to be eligible for any award, you must submit a Claim Form with Part A completed setting forth your purchases of Smitty's/CAM2 303 Tractor Hydraulic Fluid during the Class Period. To submit a Claim Form, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or request a form via email to <a href="mailto:303tractorhydraulicfluidsettlement@rg2claims.com">303tractorhydraulicfluidsettlement@rg2claims.com</a> or call 1-866-742-4955	<b><i>By</i></b> _____
<b>Submit a Claim Form with Part B Completed for Repairs/Parts/Specific Equipment Damage</b>	If you complete Part A of the Claim Form, you may also complete Part B claiming the repairs, parts, and damage to your equipment caused, in whole or in part, by Smitty's/CAM2 303 THF Products. To submit such a Claim Form, go to <a href="http://www.303tractorhydraulicfluidsettlement.com">www.303tractorhydraulicfluidsettlement.com</a> or request a form via email to <a href="mailto:303tractorhydraulicfluidsettlement@rg2claims.com">303tractorhydraulicfluidsettlement@rg2claims.com</a> or call 1-866-742-4955.	<b><i>By</i></b> _____
<b>Exclude Yourself</b>	You may request to be excluded from the Manufacturer Settlement Class by timely submitting a request in writing to the Settlement Administrator. If you do this, you will not receive any of the benefits provided by the Proposed Manufacturer Settlement and also you may not object to the Proposed Manufacturer Settlement. You will, however, keep your right to sue the Manufacturer Defendants regarding the claims asserted in the class action.	<b><i>By</i></b> _____
<b>Object</b>	You may object to the Proposed Manufacturer Settlement by submitting a valid and timely objection to the Court and counsel for the parties. If you object, you must still timely submit a valid Claim Form by the date specified above in order to receive an award. You may object to the Proposed Manufacturer Settlement only if you <b>do not</b> exclude yourself by the date listed immediately above.	<b><i>By</i></b> _____



**SUMMARY OF APPROVED CLAIM IN RETAILERS 303 THF CLASS SETTLEMENT**

You were previously assigned a claim and issued payment in the Retailers 303 THF Class Settlement based on either a claim you submitted or an automatic bucket payment. The claim number is <<claim>>. The following is a summary of the buckets and Repairs/Damages that were approved for that claim.

<<# of buckets>> \_\_\_\_ 1 gallon buckets  
<<# of buckets>> 2 gallon buckets  
<<#of buckets>> 5 gallon buckets  
<<# of drums>> 55 gallon drums  
<<amounts>> Approved Repairs/Damages

To be part of the Proposed Manufacturer Settlement and receive a payment, you **MUST** submit a Claim Form. To submit a Claim Form, please go to the website, [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com) and click on the "File a Claim" Option to use the Claims Portal. When filing your Claim Form, you will be requested to enter your Retailer 303 THF Class Settlement Claim Number of <<claim>>. You will then have the option to either use this data or supplement your claim.

If you do not wish to file through the Claims Portal, you may print a Claim Form and either mail, email or fax the form to the Settlement Administrator. The Claim Form will provide these options. If you do not have access to a computer or printer, you may also email the Settlement Administrator at [303tractorhydraulicfluidsettlement@rg2claims.com](mailto:303tractorhydraulicfluidsettlement@rg2claims.com) or call 1-866-742-4955 to request that a form be mailed to you.

Note that all claims will be re-reviewed and re-evaluated in this Proposed Manufacturer Settlement. Note also that your claim value for any repairs done, repairs needed, and/or damage beyond repair is subject to a maximum \$1,000 claim value unless receipts or other acceptable proof of repairs, parts, specific damage are provided. If you did not previously submit such proof, you will need to attach all supporting documents (such as receipts, invoices, and work orders or other records reflecting work/repairs performed) related to any claimed repairs/parts/equipment losses as well as any further information you have supporting your claim for additional funds due to alleged equipment losses, repairs and/or parts purchases. Note also that the above purchases and repairs/damages information relates to determination of your claim value and that any monetary award will be whatever pro rata percentage of the total claim value that the settlement funds can provide.

If you have any questions about this mailing or the Manufacturer Class Settlement, please contact Class Counsel Dirk Hubbard at (816) 595-7721 (phone), (816) 421-0899 (fax), or [dhubbard@hab-law.com](mailto:dhubbard@hab-law.com) (email).

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

<<name>>  
<<address>>  
<<city>>, <<state>> <<zip>>



# **EXHIBIT G**

**EXHIBIT G**  
**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 deny that the 303 Tractor Hydraulic Fluid Products cause damage to tractors and other equipment.
2. As part of this Proposed Settlement with the Manufacturer Defendants, Settlement Class Members are entitled to submit claims for the costs of any repairs, parts, and specific equipment damage the Manufacturer Settlement Class Member contends resulted from, in whole or in part, the use of the Manufacturer Defendants' 303 Tractor Hydraulic Fluid Products 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 Manufacturer 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 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. Claims for such repairs/parts/specific damage may include a request for funds to flush the hydraulic system of equipment that used Manufacturing Defendants 303 THF Products. Again, Manufacturer 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 Manufacturer Settlement Class Member must submit a fully completed and valid Part B Repairs/Parts/Specific Equipment Damage Section to the 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 Manufacturer 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 Part B Section of the Claim Form, the Manufacturer Settlement Class Member claims their equipment was damaged beyond reasonable repair, the Class Member should indicate that in response to Question "5.f" and also then respond to Questions "5.g" through "5.i." The Manufacturer 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 Manufacturer Settlement Class Member may submit documentation regarding the claimed damage to the equipment and the estimated cost of such repair.
8. The Manufacturer 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 Manufacturer Settlement Class Member in submitting claim and documentation.
9. Each Manufacturer Settlement Class Member's claim value for any repairs done, repairs needed, and/or damage beyond repair is subject to a maximum \$1,000 claim value unless receipts or other acceptable proof of repairs, parts, specific damage are provided.
10. The Settlement Administrator shall determine whether a Part B Repairs/Parts/Specific Equipment Damage Section of the 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. Part B Repairs/Parts/Specific Equipment Damage Claims that do not meet the terms and conditions of the Settlement Agreement shall be rejected. At the Settlement Administrator's discretion, a tractor/equipment repair consultant may be retained to review claims.
11. 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 Claim Form of rejection of any claims. The Settlement Administrator and/or Class Counsel may contact a Manufacturer Settlement Class Member to obtain additional information or supporting documentation if the Part B Repairs/Parts/Specific Equipment Damage Section of the Claim Form is incomplete.
12. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Part B Repairs/Parts/Specific Equipment Damage Claim submissions. Where a good faith basis exists, the Settlement Administrator may reject a Manufacturer Settlement Class Member's Repairs/Parts/Specific Equipment Damage Claim for, among other reasons, the following:

- a. the Manufacturer Settlement Class Member seeks payment for purchases, losses and/or repairs that are not covered by the terms of the Manufacturer Settlement Agreement and Release;
- b. the Manufacturer Settlement Class Member seeks payment for purchases of or damage caused by products other than the 303 THF Products as defined in the Manufacturer Settlement Agreement and Release;
- c. the Manufacturer Settlement Class Member's claim is not reasonably supported by the information supplied by Retailers and/or by the Manufacturer 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 Manufacturer 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 Manufacturer Settlement Agreement and Release.

# **EXHIBIT H**

## **Exhibit H**

### **Class Action Settlement Campaign Notice Plan**



**Claims Administration LLC**

**SMITTY'S 303 THF Products**

September 25, 2024

## **DIRECT MAIL NOTICE PLAN**

- RG/2 will use the data and claims produced for the prior Retailer Settlement to allow for direct-mail notice in the current Manufacturer Settlement that is expected to be provided via U.S. First-Class Mail and/or via email to over 300,000 Settlement Class Members and potential Settlement Class Members.
- RG/2 will mail the Mailed Notice with a Summary Sheet to the 148,881 Class Members who were paid in the Retailer Settlement after either submitting a claim or as part of the automatic bucket claims.
- RG/2 will also arrange to send a reminder email 60 days after the Mailed Notice to the Class Members who filed a Claim in the Retailer Settlement, who have provided email addresses and who have not yet submitted a Claim Form for this Manufacturer Settlement.
- RG/2 will email the Mailed Notice to 130,598 potential Class Members for whom an email address was provided for the Retailer Settlement and no data on bucket purchases was provided. RG/2 has removed those for whom prior emails were not successfully delivered.
- RG/2 will also mail the Mailed Notice to the 24,506 potential Class Members with no data on bucket purchases in the Retailer Settlement, for whom either no email address was provided or whose email was not delivered successfully.
- RG/2 will add any additional names and addresses to the mailing database that may be provided by other Retailers that did not provide information in the Retailer Settlement.
- All Notices, either mailed or emailed, will direct potential Class Members to the case website, [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com), where they can choose to file a Claim Form through the claims portal or submit via mail to the address provided on the notice.
- Class Members will be advised that they must file a Claim Form to receive any funds from the Manufacturer Settlement, even if they already have a claim in the Retailer Settlement. When filing their claims, Class Members will have the option to deem their prior Retailer Settlement claim forms and documents submitted. They will also have the option to use the data from the Retailer Settlement if that was provided to them or provide their own bucket information and any repairs/damages they would like to claim.

## **WEBSITE/CLAIMS PORTAL**

- RG/2 will use the website associated with the Retailer Settlement for this Manufacturer Settlement; that website will be converted to have a homepage relating to the current Manufacturer Settlement. Class Members will be advised that Court Documents related to the Retailer Settlement are available by clicking on the Retailer Settlement page. The separate website regarding the contested Class Certification in the 8 Focus States will contain a message

advising of the Manufacturer Settlement and a link to the Manufacturer Settlement website homepage

- The updated website will include the following:
  - “Homepage” containing a brief summary of the Manufacturer Settlement and advising potential Settlement Class Members of their rights under the Settlement.
  - “Important Dates” page containing a list of the key dates and deadlines relating to the Manufacturer Settlement.
  - “Manufacturer Settlement Court Documents” page containing various Court Documents relating to the Settlement;
  - “Claims Filing” page containing links to the Claims portal and also containing a pdf version of the Claim Form for printing;
  - “Retailer Settlement Documents Page” page containing various Court Documents related to the Retailer Settlement;
  - “8 Focus States – Contested Class Certification” page containing various Court Documents relating to the contested Class Certification Order for the 8 Focus States; and
  - “Contact Us” page containing RG2’s and Class Counsel’s contact information for any questions or requests for information regarding the settlement.

## **Publication Notice Plan Strategy Overview**

- 90-120-day national multi-media campaign consisting of the following elements
  - **Online search** – Google Search
  - **Online search** – Google Display
  - **Online social** – Facebook news feed and associated platforms: Instagram, Stories, Instant articles, Messenger, Marketplace
  - **Programmatic display**
  - **Print** – national agriculture, logging and construction magazines
  - **Online display** – Agricultural and construction websites
  - **Publicity** – PRWeb
- All online media, where possible, will be tested starting with the allocation of funds and targeting the class member audience as specified in this settlement plan. As the campaign progresses, we will optimize the campaign based on such factors including reach, impressions and clicks to the settlement website. The notice plan will be evaluated throughout the notice period so modifications can be made as appropriate, including 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.
- **Call-to-action** – Visit [www.303tractorhydraulicfluidsettlement.com](http://www.303tractorhydraulicfluidsettlement.com), the settlement website, for more information. Print publications will also offer a phone number and mailing address of RG/2 Claims Administration LLC.
- Digital ad banners will appear on desktop, tablet, and mobile devices.



## Overall demographic research

- For our research on the class, we used the Marketing Responsiveness Index (“MRI”) to piece together the demographics of our target—the farm owner.
  - Adults 18+ who operate a farm are primarily older men, ages 45+.
  - 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.
  -

## Target audience/members of the class

The class consists of all persons and other entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil (“Smitty’s/CAM2 303 THF”) in the United States and its territories between December 1, 2013 and the present, excluding those persons and/or entities who solely purchased Super S Super Trac 303 in Missouri. The Settlement Class also excludes Manufacturer Defendants, including their immediate family members, as well as the MDL judicial officers and their immediate family members.

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 – Agriculture and construction websites

### Overview

Banner ads to run on the digital platforms of selected national agriculture and construction magazines. Progressive Farmer <https://www.dtnpf.com/agriculture/web/ag/home>, Farm Journal <https://www.agweb.com>, and CustomBuilderOnline.com.

WEBSITE	IMPRESSIONS	COMMENTS
Farm Journal (AgWeb.com)	1,648,000	
Farm Journal	1,300,000	Loggers, Heavy Construction
Progressive Farmer	1,400,000	
CustomBuilderOnline.com	888,000	October thru December
<b>TOTAL</b>	<b>5,236,000</b>	

**PRINT PUBLICATIONS**– national magazines targeted to farmers, agricultural, loggers and those in the construction communities.

**Overview** – all ads will run 1x during the 90-120-day campaign. Sizes vary based on publication. Earliest insertions for all is December 2024. Total circulation estimated at 1,183,990.

PUBLICATION	CIRCULATION	SIZE	SPACE RESERVATION
Successful Farming	381,980	7.25"x4-7/8" (Half page)	October 17
Progressive Farmer	267,000	8"x5.4" (Half page)	October 16
Farm Journal	310,010	4.875"x7.25" (Junior page)	October 18
Construction Equipment	70,000	7.25"x9.75" (Full page)	October 30
Builder	40,000	7.375"x10" (Full page)	October 15
Timber Line	12,500	7.5" x 10" (Two-third page)	November 1
AgriView (WI)	27,500	4.8889" x 10"	Weekly pub (Thursday)
Grassroots (NY)	15,000	5" x 7" (quarter page)	Bi-monthly (first available insertion TBD)
Wisconsin Agriculturalist	34,000	4.625" x 7.25" (one-third page)	Monthly pub (first available insertion TBD)
Minnesota Farmer	26,000	9.5" x 5.5" (half page horizontal)	Monthly pub (first available insertion TBD)
<b>TOTAL</b>	<b>1,183,990</b>		

**Digital – Programmatic display and Google search**

**Programmatic** allows us to reach the most qualified audience for this initiative through contextual, behavioral and look-alike targeting segments. Targets the farm/agricultural, logging and construction markets with display ads by running on websites that research indicates have an affinity with the class demographics. Targeting examples include tractor shoppers, in-store tractor supply visitors, those with a job role of farm owner or farmer, loggers and those in the construction communities who play a role in purchasing tractor hydraulic fluid/oil.

IMPRESSIONS	REACH
15,000,000	6,500,000

**Google display ads** using Performance Max (PMax) in national digital networks where the farming/agriculture, logging, and construction target audiences are likely to be present. Impressions as

expressed are estimates. PMax spreads the ads over a broad platform of Google assets (display, search, Discover and Gmail). Reach is available once campaign is live.

IMPRESSIONS
14,200,00

Google search ads based on contextual relevance nationally will appear when possible. Class members' query words/phrases that are germane to Agriculture & Forestry, Industrial Materials & Equipment, logging, and construction. Impressions as expressed are estimates. Reach is available once campaign is live.

IMPRESSIONS
2,700,000

*Typical keyword phrases*

303 THF, tractor hydraulic fluid, Smitty's/CAM2, Super S Super Trac 303, Super S 303, CAM2 Promax 303, CAM2 303, and others. An extensive list will be prepared and submitted to class counsel for approval.

Target Demos: Age: adults 18+; Language: English

**Tactical implementation**

- The ads will allow the consumer to click through to the settlement website. Because some of the more generic topics drive consumers to the site, we expect there will be 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.

**Digital – social media (Meta)**

For Meta, there will be a single product ad shown within the farming/agriculture, landscaping, logging and construction communities. The target in all geographical states will be 18+, Men & Women. Impressions as expressed are estimates.

	IMPRESSIONS
Facebook	2,910,000

All Meta platform assets will be used, including Instagram, Marketplace, Messenger, Instant articles and 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. Industries: Farming, Fishing, Forestry/Logging, and Construction.

**Publicity**

A press release will be to be deployed close to the launch of the settlement campaign to raise consumer awareness. The release would be to brick-and-mortar radio and TV media nationally and across other online news outlets and other sites via PR Newswire.

**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. In addition, we plan to supply you with a tracking pixel by medium that should be installed in the code and fires when the SUBMIT button is clicked.

**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.

**Media Summary**

PLATFORM	IMPRESSIONS/CIRCULATION	REACH	FREQUENCY CAP
Print – Magazines	1,183,990	1,183,990	1x
Digital – Ag & Print media	5,236,000	5,236,000	1x
Google Search	2,700,000	TBD	
Google Display	14,200,000	TBD	
Programmatic	15,000,000	6,500,000	Avg. 2 – 4x
Facebook	2,910,000	TBD	
<b>TOTAL</b>	<b>41,229,990</b>	<b>12,919,990</b>	

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 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 impressions 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 90-120-day campaign.