

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

JESSE YOAKUM, <i>et al.</i> , <i>on behalf of themselves and all others</i> <i>similarly situated,</i>)	
)	
Plaintiffs,)	
)	Case No. 4:19-cv-00718-BP
v.)	
)	
GENUINE PARTS COMPANY, <i>et al.</i> ,)	
)	
Defendants.)	

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (“Settlement Agreement”) is made on this 17TH day of June, 2022 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 made and entered into by and among Plaintiffs, for themselves and on behalf of the Settlement Class, on the one hand; and Defendants Genuine Parts Company (“GPC”) and Warren Oil Company, LLC, Warren Oil Company, Inc. and Warren Unilube, Inc. (collectively referred to as “Warren”), together with each of their affiliates, divisions, subsidiaries, and assigns (collectively referred to as “Defendants”) on the other hand, to resolve all claims against the Defendants in the above-captioned, class action pending in the United States District Court for the Western District of Missouri, Western Division. This Class Settlement Agreement is intended by the parties to fully, finally, and forever resolve, discharge, and settle the Released Claims against Defendants upon and subject to the terms and conditions hereof and subject to and conditioned upon preliminary and final approval of the Court.

I. **RECITALS**

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

Exhibit A – Preliminary Approval Order

Exhibit B – Final Approval Order

Exhibit C – Long Form Settlement Notice

Exhibit D – Settlement Summary Class Notice

Exhibit E – Settlement Mailed Class Notice

Exhibit F – Claim Form

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

Exhibit H – Settlement Administration and Notice Plan

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

WHEREAS, during the relevant time period, Defendants manufactured and/or sold NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil (collectively referred to as “Warren THF”);

WHEREAS, Plaintiffs filed a Fifth Amended Class Action Complaint against Defendants, alleging that they manufactured and/or marketed, advertised, and sold the Warren THF in the United States since July 26, 2014;

WHEREAS, Plaintiffs allege in the Action, among other things, that the labels for the Warren THF were deceptive and misleading for the reasons set forth in the Fifth Amended Class

Action Complaint, and that use of the Warren THF in equipment causes increased wear and damage to various parts of the equipment;

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

WHEREAS, 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 Settlement Class;

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

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 Class Settlement Agreement;

WHEREAS, this Class Settlement Agreement was reached as a result of extensive arms-length negotiations between Class Counsel and counsel for Defendants, including but not limited to mediations with an experienced mediator, Nancy Kenner.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs, on the one hand, and Defendants, on the other hand, by and through their respective

counsel of record, that in consideration of the benefits flowing to the parties from the Settlement 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 as to the Released Defendants, without costs, except as stated herein, and with releases extended as set forth in this Settlement Agreement, upon and subject to the terms and conditions of the Settlement Agreement, as follows.

II. DEFINITIONS

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

1. “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 Settlement Class Member to be entitled to recover the benefits described in this Settlement Agreement; (ii) any objection to the Settlement Agreement must be filed and served pursuant to the terms of this Settlement Agreement; and (iii) any request to be excluded from the Settlement Class must be sent to the Settlement Administrator pursuant to the terms of this Settlement Agreement. The Bar Date shall be 150 calendar days after the Notice Date or the date otherwise set forth in the Preliminary Approval Order entered by the Court. The Bar Date may be extended by written agreement of the Parties through Class Counsel and Defendants’ Counsel without further approval of the Court or notice to the Settlement Class, provided that the Settlement Website administered by the Settlement Administrator shall be promptly updated to reflect any extension of the Bar Date.

2. “Class Counsel” for purposes of this Agreement means 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; and Clayton Jones of the Clayton Jones Law Firm in Raymore, Missouri.

3. “Class Period” means the time period for which purchases of Warren THF are included in the Class Settlement for purposes of Claim Forms and determinations pursuant to the Plan of Allocation. That time period is July 26, 2014, through the present.

4. “Claim Form -- Part A” means the portion of the Claim Form pursuant to which eligible Settlement Class Members can submit a claim for the General Equipment Damage Claim Value benefits described in this Settlement Agreement.

5. “Claim Form – Part B” means the portion of the Claim Form pursuant to which eligible Settlement Class Members can submit a claim for repairs, parts, and/or specific equipment damage and be eligible for the benefits described in this Settlement Agreement.

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

7. “Class Action Complaint” means the Plaintiffs’ Fifth Amended Class Action Complaint, filed in this Action on May 26, 2021.

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

9. “Defendants” means collectively GPC and Warren.

10. “Defendants’ Counsel” means, collectively, GPC Counsel and Warren Counsel.

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

- a. the Court enters a Judgment and Order of Dismissal against Defendants pursuant to Section IX of this Settlement Agreement; and
- b. either: (i) 30 days have passed after entry of the Judgment and Order of Dismissal and no appeal is taken after the judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the Judgment and Order of Dismissal or to toll the time for appeal of the Judgment and Order of Dismissal; or (ii) all appeals, motions for reconsideration, rehearing, or other forms of review and potential review of the Court's Judgment and Order of Dismissal are resolved in favor of the Settlement; the Judgment and Order of Dismissal is upheld in its entirety; and the time for seeking further appeals, motions for reconsideration, rehearing, petitions for *certiorari*, or other forms of review and potential review has expired.

12. "Event of Termination" means any event terminating the Settlement Agreement pursuant to its terms and conditions, including but not limited to: (i) mutual written agreement of the Parties to terminate the Settlement Agreement; (ii) the Court denying any motion for preliminary or final approval of the Settlement, except when denial is based on the Court's disapproval of the proposed method for providing notice to the Settlement Class; and, (iii) any reviewing court reversing or modifying the Court's orders granting preliminary or final approval of the Settlement, unless such reversal or alternation is based upon the Court's disapproval of the proposed or actual method for providing notice to the Settlement Class. Upon an Event of Termination, the Parties shall return to their respective positions as they were on the date this Settlement Agreement was signed and will mutually agree to seek a new scheduling order.

13. "Fee and Expense Award" means the attorneys' fee and expense award Ordered

by the Court, as further discussed in paragraphs 48, 49, and 50, below.

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

15. “General Equipment Damage Claim Value” means the Settlement Administrator’s determination for each Qualified Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 47(b), based on the Qualified Settlement Class Member’s valid Warren THF purchases submitted on Part A of the Claim Form.

16. “GPC” shall mean Genuine Parts Company, Balkamp, Inc., Motion Industries, Inc., together with their respective predecessors, successors, affiliates, parents, subsidiaries, divisions, and assigns.

17. “GPC Counsel” shall mean Ryan Marth of Robins Kaplan LLP.

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

19. “Long Form Settlement Notice” (also referred to as “Long Form Notice”) means the long form notice of settlement substantially in the form attached hereto as Exhibit C.

20. “Net Class Settlement Fund” means the Class Settlement Fund less: (i) Class Notice and Administration Expenses; (ii) the amount of the Class Counsel Fee and Expense awards and any Plaintiffs’ Class Representative incentive awards approved and Ordered by the

Court; and (iii) any other fees or expenses approved by the Court.

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

22. “Parties” means collectively Plaintiffs and Defendants.

23. “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.

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

25. “Plaintiffs’ Counsel” means Class Counsel for Plaintiffs in the Action.

26. “Plan of Allocation” means a plan or formula of allocation pursuant to which the Net Settlement Fund shall be distributed to Settlement Class Members. The proposed Plan of Allocation is set forth in paragraph 47 of this Settlement Agreement. The Plan of Allocation is subject to approval by the Court and also subject to change, as approved and/or ordered by the Court. The Released Parties shall have no responsibility or liability with respect to the Plan of Allocation.

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

opportunity to review and comment on the materials submitted in support of preliminary approval, as well as the contemplated date and time for filing the motion for preliminary approval.

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

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

30. “Released Parties,” means Defendants and each of their respective predecessors, successors, parents, affiliates, divisions, subsidiaries, related entities (including but not limited to individuals or entities operating NAPA-branded stores, downstream purchasers of Warren THF that are not Settlement Class Members or consumers, and insurance companies that issued insurance policies to which GPC and/or Warren (as defined herein) was a primary or additional insured and which are participating in the funding of this Settlement.

31. “Releasing Parties” means Plaintiffs and Settlement Class Members, including their respective partners, agents, representatives, heirs, executors, personal representatives, successors and assigns.

32. “Repairs/Parts/Specific Equipment Damage Claims Review Process” means the process set forth in Exhibit H for reviewing claims made by 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 the Manufacturer Defendants' 303 THF Products.

33. "Repairs/Parts/Specific Damage Claim Value" means the Settlement Administrator's determination for each Qualified Settlement Class Member pursuant to the Plan of Allocation, as set forth in paragraph 47(c), based on the Qualified Settlement Class Member's valid repairs/parts/specific damages to equipment submitted on Part B of the Claim Form.

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

35. "Settlement" and "Settlement Agreement" mean the settlement embodied in the terms and conditions of this Class Settlement Agreement.

36. "Settlement Class" means

All persons and other entities who purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil in the United States, its territories, and/or the District of Columbia, at any point in time from July 26, 2014 to present, excluding any persons and/or entities who purchased for resale.

The Settlement Class also excludes Defendants, including any parent, subsidiary, affiliate or controlled person of Defendants; Defendants' officers, directors, agents, employees and their immediate family members, as well as the judicial officers assigned to this litigation and members of their staffs and immediate families.

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

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

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

39. "Settling Parties" means Plaintiffs and Defendants.

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

41. "Warren" means Warren Oil Company, LLC, Warren Oil Company, Inc., and Warren Unilube, LLC.

42. "Warren Counsel" shall mean Jay Morris of Gordon Rees Scully Mansukhani, LLP.

III. MOTION FOR PRELIMINARY APPROVAL

43. **Stay of Prosecution of Claims Against Defendants in Action.** Upon the Signing of this Settlement Agreement, the Parties agree 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 Settlement Agreement and to secure the Preliminary Approval Order and Judgment and Order of Dismissal from the Court. The agreed stay shall be lifted automatically upon an Event of Termination pursuant to the terms of this Settlement Agreement.

44. **Motion for Preliminary Approval.** Within ten (10) days following the signing of this Settlement Agreement by all Parties, Class Counsel shall move the Court to preliminarily approve the Settlement and enter the Preliminary Approval Order substantially in the form

attached hereto as Exhibit A. Pursuant to that motion for preliminary approval, Plaintiffs will request that the Court:

- a. approve the Notice and Administration Plan contained herein and attached as Exhibit H, including the Long Form Notice, Summary Notice, and Mailed Class Notice substantially in the forms attached hereto as Exhibit C, Exhibit D and Exhibit E, respectively, and find that the notice plan established pursuant to this Settlement Agreement constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23;
- b. approve the proposed Plan of Allocation, a timetable for submission of Class Counsel's request for incentive awards for Class Representatives and request for attorneys' fees, costs and expenses, the date and time of the settlement hearing, the right to appear and the settlement hearing, and the right to object to or request exclusion from the Settlement Class;
- c. find that the requirements for provisional certification of the Settlement Class have been satisfied, appointing Plaintiffs identified on Appendix A to the Settlement Agreement as the representatives of the Settlement Class, and Class Counsel as counsel for the Settlement Class, and preliminarily approving the Settlement as being within the range of reasonableness such that notice shall be provided pursuant to the terms of the Settlement Agreement;
- d. schedule the Final Fairness Hearing approximately 180 days following the Notice Date to determine whether the Settlement should be finally approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and to determine whether a Judgment and Order of Dismissal should be entered

- dismissing the Action as to the Defendants with prejudice;
- e. preliminarily approve the form of the Judgment and Order of Dismissal;
 - f. approve appointment of RG/2 Claims Administration LLC as the Settlement Administrator;
 - g. direct that notice of the Settlement and of the Final Fairness Hearing shall be provided to the Settlement Class pursuant to terms of this Settlement Agreement;
 - h. approve the Claim Form in substantially the form attached hereto as Exhibit F, and provide that Settlement Class Members shall submit any Claim Forms pursuant to the terms and conditions of this Settlement Agreement;
 - i. provide that any objections by any Settlement Class Member to the certification of the Settlement Class for purposes of settlement, the proposed Settlement, or entry of the Judgment and Order of Dismissal, shall be submitted and heard, if appropriate, pursuant to terms and conditions set forth in this Settlement Agreement;
 - j. provide that all Settlement Class Members shall be bound by the Judgment and Order of Dismissal dismissing the Action as to Defendants with prejudice unless such potential members of the Settlement Class timely submit valid written requests for exclusion or opt out in accordance with the terms and conditions of this Settlement Agreement;
 - k. establish a date by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and in response to any valid and timely objections; and
 - l. enjoin Plaintiffs and Settlement Class Members, and any of them, from commencing or prosecuting, either directly or indirectly, any action asserting any

of the Released Claims against Defendants, pending the Final Fairness Hearing.

45. **Notice.** Within a reasonable time following entry of the Preliminary Approval Order, Notice shall be provided to the Settlement Class pursuant to Section VII and Exhibits C through G, 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 SETTLEMENT CLASS**

46. **Class Settlement Fund.** Defendants shall cause to be paid Ten Million Eight Hundred and Fifty Thousand Dollars (\$10,850,000.00) pursuant to Section VII.B hereof to settle any and all claims of the Settlement Class and obtain the release set forth in Section VI hereof. That amount shall establish a settlement fund (the “Class Settlement Fund”). The identity of the payors into the Class Settlement Fund, as well as the amount contributed by any individual payor(s) shall remain confidential except to the Court, which upon request will be provided with a list of the payors and/or amounts contributed by each, as requested, for *in camera* review.

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

48. **Payments to Class Representatives.** Class Counsel and Plaintiffs will seek, and Defendants agree not to oppose, payment of incentive awards of Seven Thousand Five Hundred Dollars (\$7,500.00) each to two Class Representatives who provided deposition testimony; Five

Thousand Dollars (\$5,000.00) each to the four other Class Representatives who were named as Plaintiffs and who provided Interrogatory Responses in the *Yoakum* case; and, Three Thousand Dollars (\$3,000.00) each to the other Class Representatives set forth on Appendix A, all for their services as Class Representatives (sometimes referred to herein as the "Settlement Class Representatives"). The incentive awards, as approved by the Court, shall be paid out of the Class Settlement Fund. Each Class Representative shall also be entitled to receive his/her/its award under the Plan of Allocation approved by the Court.

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

- (a) Total Claim Value: Each Qualified Settlement Class Member will be paid an amount to be determined by the Settlement Administrator based on the number of Warren THF Products they purchased and the amount of specifically identified equipment damage claimed to be caused by the Warren THF Products.
- (b) Value of Claim Based on Purchases of Warren THF Products: Each Qualified Settlement Class Member will receive an amount that is based on his/her/its purchases of Warren THF Products during the Class Period. This amount includes compensation for the property damage which Plaintiffs allege was generally sustained in each piece of equipment that used Warren THF Products. The following values will be applied to the Warren THF Products purchased: \$25 for each 5-gallon bucket; \$10 for each 2-gallon jug; \$5 for each 1-gallon jug; and, \$100 for each 55-gallon drum. The maximum allowable amount for these claims based upon purchase of Warren THF Products is \$200 total, unless receipts or other acceptable proof of purchases are provided showing total purchases over \$200. As noted below, the final value/payment on this claim is subject to *pro rata* reduction if the Net Settlement Fund is not sufficient to pay all valid claims.
- (c) Repairs/Parts/Specific Damage Claim Value: Each Qualified Settlement Class Member who timely submits a valid Claim Form -- Part B will be eligible to receive an additional amount for Repairs/Parts/Specific Equipment Damage based on the Settlement Administrator's assessment of the Class Member's equipment repairs, parts purchases, and/or specific damage to equipment that the Qualified Settlement Class Member alleged

resulted, in whole or in part, from the use of the Warren THF Products during the Class Period. Such repairs, parts purchases, and/or equipment damage may relate to, without limitation, damage to seals, pumps, filters, gears, and clutch and brake systems, power take-off (PTO) systems and/or losses incurred as a result of equipment being damaged beyond reasonable repair which occurred as a result of damage and increased or excessive wear resulting from use of the Warren 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. To be eligible for recovery of these amounts, the Qualified Settlement Class Member must provide all of the information required on Part B of the Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts. There is a maximum of \$5,000 Repairs/Parts/Specific Damage Claim Value for each Qualified Settlement Class Member unless receipts or other acceptable proof of repairs, parts, specific damage totaling over \$5,000 are provided. As noted below, the final value/payment on this claim is subject to *pro rata* reduction if the Net Settlement Fund is not sufficient to pay all valid claims.

- (d) If any amounts remain in the Net Settlement Fund after full payment of the claims as described above, each Qualified Settlement Class Member will receive a *pro rata* share of the portion remaining in the 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 Settlement 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 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 Settlement Fund shall be distributed to Qualified Settlement Class Members, subject to and in accordance with Section VII.F., below.

V. EXPENSES AND FEES OF CLASS COUNSEL

48. **Expenses of Class Counsel.** Plaintiffs will seek for purposes of this Settlement Agreement only, and Defendants will not object to or encourage or assist any third parties to

object to, the Court's Order awarding Class Counsel reimbursement of expenses incurred in this case. Class Counsel's request for reimbursement of expenses to date will not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Payment of Class Counsel's expenses, as Ordered by the Court, shall come out of the Class Settlement Fund.

49. **Fees of Class Counsel.** Plaintiffs will seek for purposes of this Settlement Agreement only, and Defendants will not object to or encourage or assist any third parties to object to, an award of attorneys' fees to Class Counsel of thirty percent (33 1/3%) of the amount of the Class Settlement Fund, less the above case expenses reimbursed to Class Counsel, for an estimated total fee award of Three Million One Hundred and Eighty Thousand Dollars (\$3,530,330.00). Payment of Class Counsel's fees, as Ordered by the Court, shall come out of the Class Settlement Fund.

50. **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.

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

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

VI. RELEASES AND DISMISSAL OF ACTION

53. **Release.** The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whenever incurred, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any of the Releasing Parties that are asserted, or could have been asserted against the Released Parties or any one of them in this case, arising out of, resulting from, or relating in any way to the Released Parties' manufacture, testing, distribution, offering, marketing, labeling and/or sales of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, Lubriguard Tractor Hydraulic and Transmission Oil in the United States, the District of Columbia, and/or its territories during the Class Period ("Released Claims"). This release shall broadly include all known and unknown claims against Defendants arising out of or relating to the manufacture, distribution, marketing, sales or purchases of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, Lubriguard Tractor Hydraulic and Transmission Oil, including

but not limited to any potential claims of breach of express or implied warranty, breach of contract, negligent misrepresentation, fraud or fraudulent misrepresentation, consumer fraud, unfair practices, unlawful trade practices, civil conspiracy, negligence, unjust enrichment or any other common law, statutory or equitable claims, or any alleged personal injury or property damage relating to the use of any of the Warren THF Products. This release is intended to be as broad as the law allows, and the parties hereto intend to fully release Defendants from all potential claims arising out of or relating to the purchase of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, Lubriguard Tractor Hydraulic and Transmission Oil. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties pursuant to the terms of this Settlement Agreement.

54. **Further Release.** Each Releasing Party further expressly agrees that, upon the Effective Date, it will waive and release with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph 53 hereof any and all provisions, rights, and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

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.

(b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, or (c) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in Paragraph 53 hereof. Each Releasing Party may

hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Releasing Party has released pursuant to Paragraph 53 hereof, but each such individual or entity hereby expressly agrees that, upon the Effective Date, it shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph 53 hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.

55. **Covenant Not to Sue.** The Releasing Parties, and each of them, agree and covenant not to institute, maintain, prosecute, or continue any action or cause of action (in law, in equity or administratively), suit, debt, lien, or claim, known or unknown, fixed or contingent, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, which the Releasing Parties have or claim to have against any of the Released Parties arising out of the Released Claims, or assist others in so doing.

56. **Injunction Against Actions Asserting Released Claims.** In the event that the provisions of this Agreement or the Final Approval Order and Judgment are asserted by any one or more of the Released Parties as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action, or proceeding by one or more Releasing Parties, it is hereby agreed that such Released Part(y/ies) shall be entitled to an immediate stay of that suit, action, or proceeding until after the Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions, and no further judicial review of such order is possible. The Parties agree, and the

Qualified Settlement Class Members, will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the United States District Court for the Western District of Missouri (Chief Judge Mary Elizabeth Phillips or, in her absence, another judge designated by the Court) for the resolution of any matter covered by this Agreement, the Final Approval Order and Judgment, or of the applicability of this Agreement, including but not limited to questions regarding the scope or applicability of the Release in this action. The Parties further agree, and the Qualified Settlement Class Members are deemed to have agree, that jurisdiction under this Paragraph is proper under the All Writs Act, 28 U.S.C. § 1651.

57. **Release Among Defendants.** Defendants hereby fully release and forever discharge each other, together with each of their respective parents, affiliates, divisions, subsidiaries, related entities (including but not limited to independent NAPA stores and any downstream purchaser who was not a consumer), insurers, and assigns from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whenever incurred, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any of the Defendants have asserted or could have asserted against any other Released Part(y/ies) in this litigation, resulting from or relating in any way to Defendants' manufacture, testing, distribution, offering, marketing, labeling and/or sales of NAPA Quality Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil, or any indemnity obligations arising out of or relating to the claims released in this paragraph, in the United States, the District of Columbia, and/or its territories during the Class Period.

58. **Opt Outs.** Potential members of the Settlement Class who have timely and validly opted out of the Settlement pursuant to the terms and conditions of this Settlement Agreement

and the Court's Preliminary Approval Order shall have no right to obtain any benefits of the Settlement and do not release any claims any of them have or may have against the Released Parties by operation of this Settlement Agreement.

59. **Dismissal of Action as to Defendants with Prejudice.** Upon entry of, and pursuant to, the Final Approval Order, the Action, including all individual cases consolidated therein, shall be dismissed as to the Defendants and all other Released Parties with prejudice. Class Counsel shall ensure that the Action is timely dismissed as to the Defendants and all other Released Parties with prejudice in accordance with the terms of this Settlement Agreement. Plaintiffs, all Settlement Class Members, and all persons acting on behalf of, or in concert or participation with, such Plaintiffs or Settlement Class Members, agree to refrain from bringing any lawsuit or class action individually or on behalf of Plaintiffs or Settlement Class Members for the Released Claims, seeking to certify a class that includes Plaintiffs or Settlement Class Members, or continuing to prosecute or participate in any previously filed and/or certified class action, in any lawsuit asserting any of the Released Claims against the Released Parties.

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

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

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

A. The Role of the Settlement Administrator

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

- a. treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as strictly confidential, shall not use any of them for any purpose other than administration of the Settlement, and shall not disclose any such documents, communications or other information to any person or entity other than Class Counsel and Defendants' Counsel except as expressly provided for in this Settlement Agreement or by Court order;
- b. receive and process claim forms and other information submitted, opt-out and other requests from potential members of the Settlement Class to exclude themselves from the Settlement and provide to Class Counsel and Defendants' Counsel a copy thereof of said claims forms, supporting documents, and other information, as well as any opt-out and other requests from potential members of the Settlement Class, within three (3) days of receipt. If the Settlement Administrator receives any claim forms, supporting documents, exclusion forms or other requests from Settlement Class Members to exclude themselves from the Settlement after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defendants' Counsel with copies thereof.

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

B. Establishment of the Class Settlement Fund

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

65. **Remaining Payments to the Class Settlement Fund.**

- a. Within thirty (30) days of the Court's Preliminary Approval Order, Defendants shall cause a second payment of One Million Dollars (\$1,000,000.00) to be made to the Escrow Account in the manner designated by the Settlement Administrator.
- b. Within thirty (30) days after the exhaustion of any appeals from the Court's Final Approval Order, Defendants shall cause an additional Nine Million Three Hundred and Fifty Thousand Dollars (\$9,350,000.00) to be paid to the Escrow Account in the manner designated by the Settlement Administrator.

66. **Payments of Incentive Awards to Class Representatives.** The Settlement

Administrator shall pay each Class Representatives' Incentive Award, in the amount Ordered by the Court, out of the Class Settlement Fund and within five (5) business days of the Court's Order approving the amount of such awards and receipt of sufficient funds from Defendants to pay such awards.

67. **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 Class Settlement Fund and within five (5) business days of the Effective Date.

68. **Qualified Settlement Fund.** The Parties agree to treat the Class Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds being a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.4688-1. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be Class Counsel. Class Counsel or other Person designated by Class Counsel, shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes

(including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund, whether or not Final Approval has occurred. The escrow agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). In the event federal or state income tax liability is finally assessed against and paid by any Defendant as a result of any income earned on the funds in the Escrow Account, such Defendant shall be entitled to reimbursement of such payment from the funds in the Escrow Account after approval of the Court and whether or not Final Approval has occurred. Defendants will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, neither Defendants nor any Released Party shall have any responsibility to make any tax filings related to the Settlement Fund or to pay any taxes with respect thereto.

C. Settlement Class Notice

69. **Provision of Information to Settlement Administrator.** As soon as possible and no later than thirty (30) calendar days after entry of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator, to the extent available, the full name and last known address (and email address, if available) of each Settlement Class Member who purchased Warren THF during the Class Period. Defendants will provide names and whatever contact information it has -- address, email, and phone number -- for any purchaser of Warren THF, other than those purchasing for resale.

70. **Direct Mail Notice.** As soon as possible but no later than sixty (60) calendar days after receipt of the information set forth in the immediately preceding paragraph, the Settlement Administrator shall mail by bulk mailing the Mailed Class Notice in substantially the form

attached hereto as Exhibit E to the last known mailing address of each Settlement Class Member for whom such information is available. The Mailed Class Notice shall also be provided by email for those Settlement Class Members for whom the Settlement Administrator has been provided email addresses. The Long Form Class Notice and Claim Form, in substantially the same form attached as Exhibits C and F, respectively, shall be available on the website and also by mail or email upon request. The date on which the Settlement Administrator first publishes notice pursuant to paragraph 72, below, shall be the “Notice Date.”

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

72. **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.

73. **Settlement Administrator Mailing Address and E-mail Address.** Within thirty (30) days after entry of the Preliminary Approval Order, but no later than the Notice Date, the Settlement Administrator shall: (i) secure and maintain a Post Office Box or similar mailing address for the receipt of Class Membership Forms, opt-out notices, and any other correspondence related to the Settlement; and (ii) establish a unique, case-specific e-mail address for online receipt of Class Membership Forms, opt-out notices, and any other correspondence related to the Settlement.

74. **Settlement Website.** Within thirty (30) days after entry of the Preliminary Approval Order, but no later than the Notice Date, the Settlement Administrator shall create and maintain an operating website that: (i) contains downloadable copies of the Preliminary Approval Order, Long Form Class Notice, the Settlement Agreement, Part A of Claim Form, Part B of Claim Form, and, when filed, Class Counsels' motions for attorneys' fees, costs, and for incentive awards for the Class Representatives; (ii) will post any subsequent notices agreed upon by the Parties and approved by the Court; and (iii) allows Settlement Class Members to submit Claim Forms and supporting documentation. This website shall be referred to as the "Settlement Website."

75. **Toll-Free Settlement Phone Number.** Within thirty (30) days after entry of the Preliminary Approval Order, but no later than the Notice Date, the Settlement Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That telephone number shall be maintained until sixty (60) calendar days after the Bar Date. After that time, and for a period of ninety (90) calendar days thereafter, either a person or a recording will advise any caller to the toll-free telephone number that the deadline for submitting claims has passed and the details regarding the Settlement may be reviewed on the Settlement Website.

76. **Publication Notice.** The date on which the Settlement Administrator first publishes notice in one of the print, digital, radio, or television publications listed below shall be the "Notice Date." Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Summary Class Notice in substantially the form attached hereto as Exhibit D 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, by radio and television, digitally, and in store at Defendants' stores (with a notice where the tractor hydraulic fluid is sold). The Parties have worked with the Settlement

Administrator to develop and present to the Court a proposed plan for notice by publication that achieves the appropriate notice, and that plan is included in Exhibit 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.

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

78. **Declaration of Settlement Administrator.** Prior to the filing of the motion seeking preliminary approval of the Settlement, the Settlement Administrator shall provide to the Parties' counsel a written declaration in a form that is appropriate for submission to the Court describing the notice to be provided to the Settlement Class as set forth in this Settlement Agreement and on 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

79. **Potential Claimants and Qualified Settlement Class Members.** Each Settlement Class Member who does not timely and validly request exclusion from the Settlement Class in the manner required by this Settlement Agreement (a Settlement Class Member, as defined above) shall be entitled to participate in the Settlement Plan of Allocation approved by the Court and shall be bound by the Release set forth herein. Each Qualified Settlement Class Member shall be entitled to participate in an award from monies in the Net Settlement Fund, pursuant to the Plan of Allocation. The Settlement Administrator shall maintain a record of each

and every payment made to a Qualified Settlement Class Member. A Class Member's Claim Form can be supplemented or amended prior to the submission deadline. Claim Forms will be made readily available by mail and/or electronic means by the Settlement Administrator as required by this Settlement Agreement and upon request.

80. **Claim Forms Required for Settlement Class Members.** Settlement Class Members must submit a valid Claim Form – Part A to be a Qualified Settlement Class Member and be eligible to receive an award from the Net Settlement Fund pursuant to the Plan of Allocation. The Claim Form – Part A, in the form attached hereto as Exhibit F, must be submitted via United States mail, fax, e-mail, or the Settlement Website no later than the Bar Date. Settlement Class Members who have submitted a valid Claim Form – Part A are also eligible to submit a Claim Form – Part B for repairs, parts, and/or specific equipment damages claimed to equipment, as discussed in paragraph 47, above.

81. **Method of Claim Form Submission.** In order to be eligible for consideration as a Qualified Settlement Class Member, a 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) e-mail to the e-mail address specified by the Settlement Administrator; or (d) through the Settlement Website. All Class Membership Forms and Claim Forms must be submitted by the Bar Date. Any Class Membership Form and any Claim Form postmarked after the Bar Date shall, in the discretion of the Settlement Administrator, be deemed untimely and denied as invalid for purposes of the Settlement.

E. **Claim Form Review**

82. **Settlement Administrator Review of Claim Forms.** At the conclusion of the litigation, the Settlement Administrator, together with Class Counsel, shall determine whether

each Claim Form meets the requirements set forth in this 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 Settlement Agreement shall be rejected. 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 Settlement Class Member to obtain additional information or supporting documentation.

83. 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 purchase information available to Defendants. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:

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

The Settlement Administrator may consult with Class Counsel and/or Defendants' Counsel in evaluating Claim Forms under this paragraph.

84. Failure to Submit Claim Form. Any Settlement Class Member who fails to submit a fully completed Claim Form – Part A by the Bar Date shall be forever barred from

receiving any monetary benefit pursuant to this Settlement Agreement, but shall in all other respects be bound by all of the terms of this Settlement Agreement including the terms of the Final Approval Order and Judgment to be entered and the releases provided for herein, and will be barred from bringing any action against any of the Released Parties concerning any of the Released Claims.

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

F. Distribution of Settlement Class Fund

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

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

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

89. **Effect of Event of Termination.** Unless otherwise agreed in writing by the Parties, if an Event of Termination occurs or if this Agreement is terminated or voided for any reason, then all amounts remaining in the escrow account, after payment of any amount billed by the Settlement Administrator, or unbilled but owed to the Settlement Administrator, shall be returned to Defendants from the Escrow Account within ten (10) business days after such order becomes final and non-appealable.

VIII. OBJECTIONS AND OPT-OUTS

A. Objections to the Settlement

90. **Objecting to the Settlement.** Any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Settlement must, no later than the Bar Date or the deadline for submitting objections otherwise set forth in the Court's Preliminary Approval Order: (i) file a written objection with the Court either by mailing it to Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, or by filing it in person at any location of the United States District Court for the Western District of Missouri, or by electronic filing; and (ii) serve a copy of the same on counsel for the Parties at the addresses set forth in this Settlement Agreement.

91. **Content of the Objection.** In the written objection, the Settlement Class Member must list the Warren THF Products purchase information required on the Claim Form, state the Settlement Class Member's full name or business name as applicable, current address, telephone number, the reasons for the objection, whether he, she, or it intends to appear at the fairness hearing on his or her own behalf or through counsel, and a list of all cases in which the objector or objector's counsel has objected to a class-action settlement in the last five (5) years, including the disposition of those objection(s), and a description of any sanction imposed by any court, master, or tribunal in connection with such objection, and a copy of any order(s) or judgment(s)

relating to those sanctions. Any documents supporting the objection must also be attached to the written objection, and if the objecting Settlement Class Member intends to call witnesses at the Final Fairness Hearing, any such witness must be identified, including by providing each such witness's name, address and telephone number. Notwithstanding the foregoing, the Parties to this Settlement each reserve the right to object to the calling of any witness at the Final Fairness Hearing. Objections must be signed by the Settlement Class Member or by his, her, or its counsel. Any 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 Settlement.

92. **Appearance at Fairness Hearing.** Any 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 Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of the Settlement. A Settlement Class Member, or his, her, or its attorney, intending to make an appearance at the Fairness Hearing must: (i) file a notice of appearance with the Court no later than ten (10) business days prior to the Final Fairness Hearing, or as the Court may otherwise direct; and (ii) serve a copy of such notice of appearance on counsel for all Parties.

B. Requests for Exclusion from the Settlement

93. **Opting Out of the Settlement.** Settlement Class Members may elect to be excluded from the settlement (opt out), thereby relinquishing their rights to benefits under the Settlement. Settlement Class Members wishing to opt out of the Settlement must send a written request to be excluded from the Settlement to the Settlement Administrator by fax, United States mail, e-mail, or electronically via the Settlement Website on or before the Bar Date or the opt-out deadline otherwise provided in the Court's Preliminary Approval Order. Any request for

exclusion or opt out sent to the Settlement Administrator by United States mail must be postmarked on or before the Bar Date or the opt-out deadline otherwise provided in the Court's Preliminary Approval Order. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion sent by United States mail has been timely submitted. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Bar Date or the date otherwise specified in the Court's Preliminary Approval Order shall be bound by all terms of this Settlement Agreement and the Final Approval Order, regardless of whether they have requested exclusion from the Settlement.

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

95. **Effect of Submitting a Valid Opt-Out Notice.** Any potential member of the Settlement Class who submits a valid and timely request for exclusion or opt out of the Settlement Class may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. Potential members of the Settlement Class who timely and effectively opt out of the Settlement will not release their claims against the Released Parties by operation of this Settlement Agreement.

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

97. **Opt-Outs Cannot Object.** Potential members of the Settlement Class who opt

out of the Settlement shall not have standing to object to the settlement.

IX. FINAL REPORT AND FAIRNESS HEARING

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

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

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

101. **Final Fairness Hearing.** At the Final Fairness Hearing, the Court will consider and determine whether the provisions of this Settlement Agreement should be finally approved,

whether the Settlement should be finally approved as fair, reasonable and adequate, whether any objections to the Settlement should be overruled, whether the fee award and incentive payments to the Class Representatives should be approved, and whether a judgment finally approving the Settlement should be entered.

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

- a. finds that the notice provided satisfies the requirements of due process and Fed. R. Civ. P. 23(e)(1);
- b. finds that Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;
- c. finds that the Settlement Agreement is fair, reasonable and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the release and the covenant not to sue set forth in this Settlement Agreement, and that this Settlement Agreement should be and is finally approved;
- d. dismisses on the merits and with prejudice the Action against Defendants, with each Party waiving all rights to appeal and waiving all rights to seek reimbursement of attorneys' fees or costs (except as expressly provided in this Settlement Agreement);
- e. permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against any of the Released Parties; and,
- f. retains jurisdiction of all matters relating to the interpretation, administration,

implementation, effectuation and enforcement of this Settlement.

X. SCOPE AND EFFECT OF CERTIFICATION OF SETTLEMENT CLASS

103. **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 Settlement Class subject to final findings and ratification in the Judgment and Order of Dismissal, and appointing Plaintiffs as the representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class. Provided, however, Defendants do not consent to certification of the Settlement Class for any purpose other than to effectuate this Settlement. Defendants deny that Plaintiffs' claims could be certified as a class action if this case were to proceed in litigation. Defendants contend, among other deficiencies, that Plaintiffs' proposed class is not ascertainable, that individual issues predominate over any common ones, and that a class action would be neither superior nor manageable. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose, and agree to, certification of the Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3). Certification of the Settlement Class for settlement purposes only shall not be deemed a concession or admission that certification of a litigation class would be appropriate. Defendants reserve the right to challenge class certification in any other action, and also reserve the right to challenge class certification in any further proceedings in this Action if the Settlement is not finalized or finally approved.

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

105. **Modification of Settlement.** In the event the terms or conditions of this Settlement Agreement, other than terms pertaining to attorneys' fees, costs, expenses, and incentive awards, are modified by any court, any Party may declare this Settlement Agreement null and void in its sole discretion to be exercised within fourteen (14) days after receiving notice of such a modification.

XI. SETTLEMENT NOT EVIDENCE AGAINST SETTLING PARTIES

106. The provisions contained in this Settlement Agreement are not, and shall not be deemed to be, a presumption, concession or admission by Defendants of any alleged or asserted default, liability or wrongdoing as to any claims or allegations asserted, or which could have been asserted, in the Action, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used against any of the Defendants by any person in the Action, including Class Counsel, or in any other action or proceeding, whether civil, criminal or administrative. Defendants do not admit that they or any of the Released Parties has or have engaged in any illegal or wrongful activity or that any person has been harmed by reason of any of Defendants' alleged conduct or actions. Nor do Defendants admit that any Warren THF caused damage to any Settlement Class Member's property, regardless of whether any such Settlement Class Member ultimately receives an award from the Class Settlement Fund to compensate him/her/it for claimed property damage. Defendants do not consent to certification of the Settlement Class for any purpose other than solely to effectuate the Settlement of the Action.

XII. BEST EFFORTS

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

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

XIII. MISCELLANEOUS PROVISIONS

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

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

111. **Advice of Counsel.** All of the Parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective

attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

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

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

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

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

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

117. **Continuing Jurisdiction.** The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including Plaintiffs and all Settlement

Class Members, for purposes of the administration and enforcement of this Settlement Agreement.

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

If to Class Counsel:

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

If to Defendant Warren:

Jay Morris
Gordon Rees Scully Mansukhani, LLP
211 N. Broadway, Suite 2150
St. Louis, MO 63102

If to Defendant GPC:

Ryan Marth
Robins Kaplan LLP
800 LaSalle Avenue, Suite 2800
Minneapolis, MN 55402

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

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

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

By: Thomas Bender
Tom Bender, Class Counsel

By: Bryan White
Bryan White, Class Counsel

Date: 6/17/22

Date: 6-17-22

By: _____
Representative of Warren Oil Entities

By: _____
Representative of GPC

Date: _____

Date: _____

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

By: _____
Tom Bender, Class Counsel

By: _____
Bryan White, Class Counsel

Date: _____

Date: _____

By: M. Singleton
Representative of Warren Oil Entities

By: _____
Representative of GPC

Date: 6/17/2022

Date: _____

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

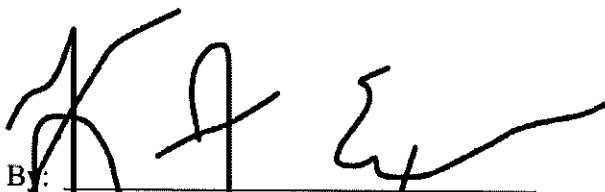
By: _____
Tom Bender, Class Counsel

By: _____
Bryan White, Class Counsel

Date: _____

Date: _____

By: _____
Representative of Warren Oil Entities


By: _____
Representative of GPC

Date: _____

Date: 6/15/22

Kathleen Fischer Eidbo
Assistant Vice President and Senior Counsel

APPENDIX A
LIST OF CLASS REPRESENTATIVES

<u>Name</u>	<u>State(s) of Purchase</u>
Jesse Yoakum	Missouri/Kansas
Raymond Rushley	Missouri
Robert Brandes	Missouri
Tyler Clenin	Missouri
Mike Defries	Missouri
Paul DeShon	Missouri
Wendel Adams	Arkansas
Tim Nicholson	Arkansas
Larry Lempka	Colorado
George Duren	Florida
Ellen Allicks	Illinois
John Cook	Illinois
John Brown	Minnesota
Brett Creger	Minnesota/North Dakota
Dennis McDonald	Mississippi
David Harris	Ohio
Mark Schau	Pennsylvania
George Kirven	South Carolina
David Nichols	South Carolina
Wil Dobson	Tennessee
William James	Tennessee
Reginald Morris	Texas
Robert Thiry	Texas
Terry Vaughn	Texas
Chris Kirk	Virginia
Earnest Jenkins	West Virginia

EXHIBIT A

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

JESSE YOAKUM, *et al.*,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

GENUINE PARTS COMPANY, *et al.*,

Defendants.

Case No. 4:19-cv-00718-BP

PRELIMINARY APPROVAL ORDER [PROPOSED]

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

1. The Court has carefully reviewed the Class Settlement Agreement, as well as the files, records, and proceedings to date in the above-captioned action (the “Action”). The definitions in the Class 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 Class Settlement Agreement.

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

3. Appointed as Class Representatives are the persons and entities identified in

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

4. The settlement was reached as a result of extensive arm-length negotiations between counsel for Plaintiffs, on the one hand, and counsel for Defendants, on the other hand, including, but not limited to, mediation through Nancy Kenner which concluded these negotiations with this proposed settlement.

5. The settlement confers substantial benefits upon the Settlement Class and does so without the costs, uncertainties, delays, and other risks associated with continued litigation, class certification, trial, and potential appeal.

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

“All persons and other entities who purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil in the United States, its territories, and/or the District of Columbia at any point in time from July 26, 2014 to present, excluding any persons and/or entities who purchased for resale. Also excluded from the Settlement Class are Defendants, including any parent, subsidiary, affiliate or controlled person of Defendants, Defendants’ officers, directors, agents, employees and their immediate

family members, as well as the judicial officers assigned to this litigation and members of their staffs and immediate families.”

7. The Court conditionally finds, for settlement purposes only and conditioned upon entry of the Judgment and Order of Dismissal as to Defendants and the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of members of the Settlement Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Plaintiffs have retained experienced counsel to represent them; (e) for purposes of settlement, the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (f) for purposes of settlement, a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court also concludes that, because Plaintiffs and 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 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; and Clayton Jones of the Clayton Jones Law Firm in Raymore, Missouri to serve as Class Counsel. For

purposes of these settlement approval proceedings, the Court finds that Class Counsel are competent and capable of exercising their responsibilities as Class Counsel. The Court designates named Plaintiffs in Appendix A to the Class Settlement Agreement as the representatives of the Settlement Class. The Court further appoints RG/2 Claims Administration LLC to serve as the Settlement Administrator.

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

10. The Final Fairness Hearing shall be held before this Court on _____, 2022, at ____ a.m./p.m., to determine whether the Class 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 Settlement Class Representatives, and make any further Orders regarding the Plan of Allocation and timing of distribution to Settlement Class Members. Papers in support of final approval of the Class 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 Settlement Class. After the Final Fairness Hearing, the Court may enter a Judgment and Order of Dismissal as to Defendants in accordance with the Class Settlement Agreement that will adjudicate the rights of the Settlement Class Members (as defined in the Class Settlement Agreement) with respect to the claims being settled.

11. The Court approves, as to form and content, Summary Class Notice and Mailed Class Notice, attached as Exhibit D and Exhibit E, respectively, to the Class Settlement

Agreement. The Court further approves the form and content of Exhibit C- Long Form Settlement Notice. The Court also approves the Claim Form attached as Exhibit F to the Class Settlement Agreement. The Court approves the Repair/Parts/Specific Equipment Damage Claims Review Process attached as Exhibit G to the Class Settlement Agreement. The Court approves the Settlement Administration and Notice Plan attached as Exhibit H to the Class Settlement Agreement.

12. The Court finds that the Long Form Notice, Summary Notice, and Mailed Class Notice are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds that the manner of dissemination of the Long Form Notice, Summary Notice, and Mailed Class Notice described in the Settlement Administration and Notice Plan and herein, complies with Rule 23(e) of the Federal Rules of Civil Procedure it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the Settlement. The Court also finds that the manner of dissemination of the Long Form Notice, Summary Notice, and Mailed Class Notice described in the Settlement Administration and Notice Plan and herein, complies with Rule 23(c)(2), as it is also the best practicable notice under the circumstances, provides individual notice to all 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 Settlement Class of the pendency of this Action, the terms of the Settlement, and their right to object to the settlement or exclude themselves from the Settlement Class.

13. Settlement Class Members for whom contact information is available will receive a Mailed Class Notice by mail and, where possible, by email. All Settlement Class Members will

have until the date identified herein to submit their Claim Forms, which is due, adequate, and sufficient time.

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

- (a) Within thirty (30) days after entry of this Order, Defendants shall provide to the Settlement Administrator, to the extent available, the full name and contact information as called for in the Settlement Agreement, for each member of the Settlement Class for whom Defendants have electronically stored purchase information.
- (b) Within sixty (60) days after receipt of the information set forth in the immediately preceding paragraph, the Settlement Administrator shall mail by bulk mailing, Mailed Class Notices in substantially the form attached to the Settlement Agreement as Exhibit E, to the last known mailing address of each member of the Settlement Class. For any initial direct mail notice that is returned as undeliverable within twenty-one (21) days after mailing, the Settlement Administrator shall attempt to locate a new address through an address search or any other reasonably available means. If a new address is located, the Settlement Administrator shall promptly re-mail the initial notice. If, after a second mailing, the notice is again returned, no further efforts need be taken by the Settlement Administrator to send the direct mail notice.
- (c) Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Settlement Administrator shall (i) secure and maintain a Post Office Box or similar mailing address for the receipt of Class Membership Forms, Repair/Parts/Specific Equipment Damage Claim Forms, Correction Forms, opt-out notices, and any other correspondence related to the Settlement; and (ii) establish a unique, case-specific

email address for online receipt of Claim Forms, opt-out notices, and any other correspondence related to the Settlement.

- (d) Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Settlement Administrator shall create and maintain an operating website that: (i) contains downloadable copies of the Preliminary Approval Order, Long Form Class Notice, the Summary Notice, the Mailed Class Notice, the Class Settlement Agreement, Claim Form – Part A and Part B, and, when filed, Class Counsels’ motions for attorneys’ fees and for incentive awards for the Plaintiffs; (ii) will post any subsequent notices approved by the Court; and (iii) allows members of the Settlement Class to submit Claim Forms. This website shall be referred to as the “Warren THF Settlement Website.”
- (e) Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That telephone number shall be maintained until sixty (60) calendar days after the Bar Date. After that time, and for a period of ninety (90) calendar days thereafter, either a person or a recording will advise any caller to the toll-free telephone number that the deadline for submitting claims has passed and the details regarding the Settlement may be reviewed on the Warren THF Settlement Website.
- (f) On or before July 1, 2022, 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. July 1, 2022 shall be considered the “Notice Date.”

(g) The Settlement Administrator shall mail a Claim Form to each person and/or entity that makes such request.

(h) Claim Forms shall also be available through the Settlement Website.

15. Each Settlement Class Member who wishes to be excluded from the Settlement Class and follows the procedures set forth in this Paragraph shall be excluded.

(a) Putative class members wishing to opt out of the Class Settlement must send to the Settlement Administrator on or before the Bar Date by fax, U.S. Mail, e-mail, or electronically via the Warren THF Settlement Website a written request to be excluded from the Class Settlement. The request to be excluded from the Settlement Class must include the member's name, address, and telephone number and provide a clear statement communicating that he, she, or it elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Class Settlement.

(b) Any request for exclusion or opt out sent to the Settlement Administrator by United States mail must be postmarked on or before the Bar Date. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion sent by United States mail has been timely submitted.

(c) Members of the Settlement Class who fail to submit a valid and timely request for exclusion on or before the date specified in this Order shall be bound by all terms of this Class Settlement Agreement and the Judgment and Order of Dismissal as to Defendants. All persons or entities who properly elect to opt out of the Settlement shall not be Settlement Class Members and shall relinquish their rights to benefits with respect to the Class Settlement Agreement, should it be approved.

16. Any potential member of the Settlement Class who has not timely submitted a written request for exclusion from the Settlement Class, and thus is a Settlement Class Member, may ask the Court to deny approval by filing an objection. Settlement Class Members cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue as to Defendants. If any Settlement Class Member wants that to happen, they must object in accordance with the following procedure:

- (a) Any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Class Settlement must, no later than the Bar Date: (i) file a written objection with the Court either by mailing them to Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, or by filing them in person at any location of the United States District Court for the Western District of Missouri, or by electronic filing; and (ii) serve a copy of the same on counsel for the Parties at the addresses set forth in this Class Settlement Agreement.
- (b) In the written objection, the Settlement Class Member must list the Warren THF Products purchase information required on the Claim Form, state the Settlement Class Member's full name or business name as applicable, current address, telephone number, the reasons for the objection, whether he, she, or it intends to appear at the fairness hearing on his or her own behalf or through counsel, and a list of all cases in which the objector or objector's counsel has objected to a class-action settlement in the last five (5) years, including the disposition of those objection(s), and a description of any sanction imposed by any court, master, or tribunal in connection with such

objection, and a copy of any order(s) or judgment(s) relating to those sanctions. Any documents supporting the objection must also be attached to the written objection, and if the objecting Settlement Class Member intends to call witnesses at the Final Fairness Hearing, any such witness must be identified, including by providing each such witness's name, address and telephone number. Notwithstanding the foregoing, the Parties to this Settlement each reserve the right to object to the calling of any witness at the Final Fairness Hearing. Objections must be signed by the Settlement Class Member or by his, her, or its counsel. Any 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 Settlement.

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

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

18. Papers in support of final approval of the Class Settlement Agreement, and in response to any objections to the Class Settlement Agreement or Class Counsel's fee application,

shall be filed with the Court ten (10) business days in advance of the date of the Final Fairness Hearing.

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

20. These dates of performance may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class. Settlement Class Members may check the Warren THF Settlement Website regularly for updates and further details regarding extensions of these dates of performance. Settlement Class Members may also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.mow.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

21. If for any reason a Judgment and Order of Dismissal as to Defendants as contemplated in the Class 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 Class 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 Settlement Class pursuant to this Order shall be

vacated automatically, and the Action shall proceed as though the Settlement Class had never been certified pursuant to this Class 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 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 Class 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.

22. In aid of the Court's jurisdiction to review, approve, and implement the proposed Class Settlement Agreement, all claims asserted by the Class against Defendants are stayed pending further order of the Court, and Plaintiffs and all Settlement Class Members, are preliminarily enjoined from directly, derivatively, in a representative capacity, or in any other capacity, commencing or prosecuting any action against any of the Released Parties in any court or tribunal asserting any of the Released Claims (as that term is defined in the Class Settlement Agreement).

23. 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 Class Settlement Agreement.

24. Nothing contained in this Order is, or may be construed as, a presumption, concession or admission by or against Defendants, or any Released Party (as that term is defined

in the Settlement Agreement) 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.

25. Class Counsel and 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 Class Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Long Form Notice, Summary Notice, Mailed Class Notice, Claim Form, and other exhibits that they jointly agree are reasonable or necessary.

26. If the Settlement Agreement is terminated in accordance with its provisions, or is not approved by the Court or any appellate court, then the Settlement Agreement and all proceedings had in connection therewith shall be vacated, and shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of Plaintiffs, Defendants, and members of the Class.

27. If the Settlement Agreement is terminated or is ultimately not approved, the Court will modify any existing scheduling order to ensure that the parties will have sufficient time to prepare for the resumption of litigation, including but not limited to, class-certification and dispositive motion practice, and preparation for trial.

IT IS SO ORDERED, this ___ day of _____, 2022.

BETH PHILLIPS, CHIEF JUDGE
UNITED STATES DISTRICT COURT

EXHIBIT B

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

JESSE YOAKUM, <i>et al.</i> ,)	
<i>on behalf of themselves and all others</i>)	
<i>similarly situated,</i>)	
)	
Plaintiffs,)	
)	
v.)	Case No. 4:19-cv-00718-BP
)	
GENUINE PARTS COMPANY, <i>et al.</i> ,)	
)	
Defendants.)	

FINAL APPROVAL ORDER [PROPOSED]

WHEREAS, by order dated ____ ____, 2022, this Court granted preliminary approval of the proposed Class Action Settlement between the Plaintiffs and Defendants in the above-captioned action (the “Action”).

WHEREAS, the Court also provisionally certified a 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 _____, 2022. On that date, the Court held the duly noticed final fairness hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing with prejudice the claims of the named Plaintiffs and Settlement Class Members against Defendants, as set forth in the Fifth Amended Class Action Complaint; and (3) Class Counsel’s motion for approval of attorney’s fees, expenses, and Class Representative partial incentive awards.

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

that the Court ordered.

WHEREAS, the settlement was the result of extensive arms-length negotiations between counsel for Plaintiffs, on the one hand, and counsel for Defendants, on the other hand, including, but not limited to, mediation. Counsel for the parties are highly experienced in this type of litigation, with full knowledge of the risks inherent in this Action. The extent of legal research as to the sufficiency of the claims and class certification, independent investigations by counsel for the parties, and the factual record compiled, suffices to enable the parties to make an informed decision as to the fairness and adequacy of the settlement.

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

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

2. The Court has personal jurisdiction over the Defendants and all Settlement Class Members, and has subject-matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Settlement Class, to settle and release all claims arising out of the transactions alleged in Plaintiffs' Fifth Amended

Class Action Complaint, and to dismiss the Defendants from this Action on the merits and with prejudice.

3. The Court finds, for settlement purposes only and conditioned upon the entry of this Final Order and Judgment Relating to Defendants and upon the occurrence of the Effective Date, that the requirements for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied, for settlement purposes, in that: (a) the number of 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 Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; (d) the Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and the Plaintiffs have retained experienced counsel to represent them; (e) for purposes of settlement, the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual 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 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 Settlement Class Members in individually controlling the prosecution or defense of separate actions; (ii) the impracticability or inefficiency of prosecuting or defending separate actions; (iii) the extent and nature of any litigation concerning these claims already commenced; and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this Action for settlement purposes as a class action on behalf of:

“All persons and other entities who purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil in the United States, its territories, and/or the District of Columbia, at any point in time from July 26, 2014 to present, excluding any persons and/or entities who purchased for resale. Also excluded from the Settlement Class are Defendants, including any parent, subsidiary, affiliate or controlled person of Defendants; Defendants’ officers, directors, agents, employees and their immediate family members, as well as the judicial officers assigned to this litigation and members of their staffs and immediate families.”

As defined in the Settlement Agreement, “Settlement Class Member(s)” means any member of the Settlement Class who does not elect exclusion or opt out from the Settlement Class pursuant to the terms and conditions for exclusion set out in the Settlement Agreement and Preliminary Approval Order.

5. The Court appointed as Class Counsel 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; and, Clayton Jones of the Clayton Jones Law Firm in Raymore, Missouri. The Court finds that Class Counsel have competently represented the Class and appropriately and capably exercised their responsibilities as Class Counsel. The Court designated the named Plaintiffs set forth on Appendix A to the Class Settlement Agreement as the representatives of the Settlement Class. The Court finds that the named Plaintiffs and Class Counsel have fully and adequately represented the

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

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

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

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

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

(d) fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rule 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the United States

Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law.

7. The terms and provisions of the Class 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, the Plaintiffs and the 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 Class 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 Settlement Class, which provides meaningful benefits on a much shorter time frame than otherwise possible. Based on the stage of the proceedings and the amount of investigation and discovery completed, the Parties have developed a sufficient factual record to evaluate their chances of success at trial and the proposed settlement.

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

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

9. The parties are directed to consummate the Class Settlement Agreement in

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

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

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

13. Upon the Effective Date, the Releasing Parties (as that term is defined in the

Settlement Agreement) shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties.

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

15. The Court orders that, upon the Effective Date, the Class Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members against Defendants. The Court thus hereby permanently bars and enjoins Plaintiffs, all Settlement Class Members, and all persons acting on behalf of, or in concert or participation with, such Plaintiffs or Settlement Class Members (including but not limited to the Releasing Parties), from: (a) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based upon or asserting any of the Released Claims against Defendants; (b) bringing a class action on behalf of Plaintiffs or Settlement Class Members, seeking to certify a class that includes Plaintiffs or Settlement Class Members, or continuing to prosecute or participate in any previously filed and/or certified class action, in any lawsuit based upon or asserting any of the Released Claims against Defendants.

16. Neither the Class 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 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 Defendant or any other Released Party of the truth of the claims and allegations asserted, or which could have been asserted, by the Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any alleged liability, negligence, fault or wrongdoing of any Defendant or any other Released Party;

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

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

18. The Court has jurisdiction to enter this Final Order and Judgment as to Claims

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

(a) enforcing the terms and conditions of the Class Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Class Settlement Agreement or this Final Order and Judgment (including, without limitation: whether a person or entity is or is not a Settlement Class Member; whether claims or causes of action allegedly related to this Action are or are not barred or released by this Final Order and Judgment; and whether persons or entities are enjoined from pursuing any claims against Defendants or any other Released Party);

(b) entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate this Final Order and Judgment and the Class Settlement Agreement (including, without limitation, orders enjoining persons or entities from pursuing any claims against 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 Class Settlement Agreement, the settling Parties, and the 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 Class Settlement Agreement.

20. In the event that the Effective Date does not occur, certification of this Settlement

Class shall be automatically vacated and this Final Order and Judgment, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

IT IS SO ORDERED, this ___ day of _____, 2022.

BETH PHILLIPS, CHIEF JUDGE
UNITED STATES DISTRICT JUDGE

EXHIBIT C
LONG FORM CLASS NOTICE

If you purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil between July 26, 2014 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.warrentractorhydraulicfluidsettlement.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 Defendants in a lawsuit regarding NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil (“Warren THF Products”). The lawsuit is captioned: *Yoakum, et al. v. Genuine Parts Company, et al.*, Case No. 4:19-cv-00718-BP (U.S. Dist. Court, W.D. Mo.).

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

A settlement of the case has been reached with the Defendants. This notice summarizes the Class Action Settlement (sometimes referred to herein as the “Proposed Settlement”). For more detailed information please: (i) visit the settlement website at www.warrentractorhydraulicfluidsettlement.com where you can read common questions and answers and access settlement documents, including a Long Form Notice, the Settlement Agreement, and 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. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk’s Office to inquire about this Proposed Settlement or the claim process.

If you are eligible, the Proposed 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 Settlement, you will need to submit a Claim Form (Part A Claim Form) setting forth your purchases of the Warren THF Products during the Class Period. You may also submit a Part B Claim Form containing information related to any damage you believe occurred to your equipment due in whole or in part to the Warren THF Products.

You are a Class Member if you purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil in the United States, its territories, and/or the District of Columbia between July 26, 2014 and the present. See questions 5 and 6 on page 7, below, for further information.

You are not part of the Class if you: (1) never purchased Warren THF Products in the Class Period; (2) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; or (3) are a Judge of the Court in which the Action is pending (or could be appealed to), or part of their immediate family and staff. See question 5 and 6 on page 7, below.

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

<i>ACTION</i>		<i>DUE DATE</i>
Do Nothing	If you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, but you will not receive a monetary award.	
Submit Part A of Claim Form	If you purchased Warren THF Products during the Class Period, you can timely submit Part A of the Claim Form to the Settlement Administrator. To submit a Claim Form, go to www.warrentractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	<i>By</i> _____
Submit Part B of Claim Form	If you purchased Warren THF Products during the Class Period and if you complete and submit Part A of the Claim Form, you may also complete and submit Part B of the Claim Form regarding the repairs, parts, and damage you claim to your equipment caused, in whole or in part, by the Warren THF Products. To submit such a Claim Form, go to www.warrentractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	<i>By</i> _____
Exclude Yourself	You may request to be excluded from the 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 Settlement and you may not object to the Proposed Settlement. You will, however, keep your right to sue the Defendants regarding the claims asserted in the class action.	<i>By</i> _____
Object	You may object to the Proposed 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 – Part A and/or Part B by the date specified above in order to receive an award. You may object to the Settlement only if submit a valid Part A Claim Form and if you do not exclude yourself by the date listed immediately above.	<i>By</i> _____

- These rights and choices – **and the deadlines to exercise them** – are further explained in this Notice.
- These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the settlement website at www.warrentractorhydraulicfluidsettlement.com regularly for updates and further details.

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BASIC INFORMATION

1. Why did I get this Notice?

A Court ordered that this Notice be made available 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:

Yoakum, et al. v. Genuine Parts Company, et al.,
Case No. 4:19-cv-00718-BP
(U.S. Dist. Court, W.D. Mo.)

This lawsuit involves five products made by Warren Oil: NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil (“Warren THF Products”).

The Plaintiffs in this lawsuit allege (1) that the Warren THF Products did not meet the equipment manufacturers’ specifications or provide the performance benefits listed on the product labels, (2) that the Warren THF Products were made with inappropriate ingredients including line flush, and (3) that use of the Warren THF Products in equipment causes damage to various parts of the equipment.

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

The Plaintiffs contend that the repairs, parts, and specific equipment damage allegedly resulting from the use of Warren 303 THF Products may include, without limitation, repairs, parts and equipment purchases required to remedy damage to seals, pumps, filters, gears, clutch and brake

systems, power take-off (PTO) systems and losses incurred as a result of equipment being damaged beyond reasonable repair as a result of damage and increased or excessive wear resulting from use of the 303 THF Products. Such 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 Defendants vigorously deny all these claims of wrongdoing and damage. The Court has not issued a final ruling on the strengths or weaknesses of the Plaintiffs' case or Defendants' contentions in this lawsuit. Nevertheless, the Defendants have agreed to the Proposed Settlement to avoid the risk and expense of further litigation. The Plaintiffs believe that the claims against the Defendants have merit, but that the Proposed Settlement is fair, reasonable, and in the best interests of the members of the Settlement Class given the risk and expense of further litigation.

The Court has not issued any final ruling regarding class certification or the merits of the Plaintiffs' claims against the 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 Warren THF Products between July 26, 2014 and the present.

There are ___ Class Representatives for this Class Settlement, and they include Class Representatives who purchased in ___ different states. The names of the Class Representatives are contained in Appendix A to the Settlement Agreement which is available at the Settlement Website at www.warrentractorhydraulicfluidsettlement.com.

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

The Settling Defendants are Genuine Parts Company ("GPC") and Warren Oil Company, LLC, Warren Oil Company, Inc. and Warren Unilube, LLC (collectively referred to as "Warren"), together with each of their affiliates, divisions, subsidiaries, and assigns (collectively referred to as "Defendants")

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

WHO IS IN THE PROPOSED SETTLEMENT CLASS

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

As part of the settlement, the parties have agreed to the certification of a Settlement Class for purposes of this settlement only. The Settlement Class includes all persons and entities who purchased Warren THF Products between July 26, 2014 and the present. If this describes you, **you are automatically a member of the Settlement Class unless you exclude yourself by following the steps for exclusion described below.** Persons who are members of the Settlement Class and do not exclude themselves will be bound by the 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 Settlement. Those who exclude themselves from the Settlement Class will not be bound by the Settlement and will not receive any payments from the settlement. **In order to receive a monetary award, you will need to submit a valid Claim Form.** The Claim Form can be completed and submitted online at the settlement website at www.warrentractorhydraulicfluidsettlement.com.

If you are a 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 until all claims are submitted, but one component of the Plan of Allocation is based on the number of your purchases of Warren THF Products during the Class Period, which is information you will need to provide by completing and submitting Part A of the Claim Form. 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 to your use of the Warren 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 to the use of the Warren THF Products, you should submit that information on Part B of the Claim Form. That Claim Form can be completed online and is also available at www.warrentractorhydraulicfluidsettlement.com or by calling the Settlement Administrator at [INSERT SETTLEMENT PHONE NUMBER].

6. Are there exceptions to being included?

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

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

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

7. What does the Proposed Settlement provide?

The Proposed Settlement will provide significant benefits to Settlement Class Members. It was negotiated between the Plaintiffs and the Defendants, through their attorneys and with a mediator, and it has been preliminarily approved by the Court. Pursuant to the Settlement, Defendants agree to pay a total of 10,850,000.00 for Settlement Class Member relief, costs of settlement administration and notice, incentive awards to Class Representative, and attorneys' fees/expenses of Class Counsel.

You must timely submit a Claim Form in order to receive any monetary award as part of the Proposed Settlement.

The Net Class Settlement Fund is the amount of money that will be paid to Qualified 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 Class Settlement Fund shall be distributed to Qualified Settlement Class Members as follows:

- (a) Total Claim Value: Each Qualified Settlement Class Member will be paid an amount to be determined by the Settlement Administrator based on the number of Warren THF Products they purchased and the amount of specifically-identified equipment damage caused by the Warren THF Products.
- (b) Value of Claim Based on Purchases of Warren THF Products: Each Qualified Settlement Class Member will receive an amount that is based on his/her/its purchases of Warren THF Products during the Class Period. This amount includes compensation for the property damage which Plaintiffs allege was generally sustained in each piece of equipment which used Warren THF Products. The following values will be applied to the Warren THF Products purchased: \$25 for each 5-gallon bucket; \$10 for each 2-gallon jug; \$5 for each 1-gallon jug; and, \$100 for each 55-gallon drum. The maximum allowable amount for these claims based upon purchase of Warren THF Products is \$200 total, unless receipts or other acceptable proof of purchases are provided showing total purchases over \$200. As noted below, the final value/payment on this claim is subject to *pro rata* reduction if the Net Settlement Fund is not sufficient to pay all valid claims.
- (c) Repairs/Parts/Specific Damage Claim Value: Each Qualified Settlement Class Member who timely submits a valid Claim Form -- Part B will be eligible to receive an additional amount for Repairs/Parts/Specific Equipment Damage based on the

Settlement Administrator's assessment of the Class Member's equipment repairs, parts purchases, and/or specific damage to equipment that may have resulted, in whole or in part, from the use of the Warren THF Products during the Class Period. Such repairs, parts purchases, and/or equipment damage may relate to, without limitation, damage to seals, pumps, filters, gears, and clutch and brake systems, power take-off (PTO) systems and/or losses incurred as a result of equipment being damaged beyond reasonable repair which occurred as a result of damage and increased or excessive wear resulting from use of the Warren 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. To be eligible for recovery of these amounts, you must provide all of the information required on Part B of the Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts. There is a maximum of \$5,000 Repairs/Parts/Specific Damage Claim Value for each Qualified Settlement Class Member unless receipts or other acceptable proof of repairs, parts, specific damage totaling over \$5,000 are provided. As noted below, the final value/payment on this claim s subject to *pro rata* reduction if the Net Settlement Fund is not sufficient to pay all valid claims.

(d) If any amounts remain in the Net Settlement Fund after full payment of the claims as described above, each Qualified Settlement Class Member will receive a pro rata share of the portion remaining in the 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 Settlement Fund, all will receive a *pro rata* reduction to their Total Claim Value based on the funds available.

(e) Note that additional information may be required in order to obtain a cash award based on the Plan of Allocation approved by the Court. The Settlement Administrator shall determine each Qualified Settlement Class Member's benefit based upon the Plan of Allocation approved by the Court, the information provided by the Defendants, and each Settlement Class Member.

8. How do I submit a Claim Form?

You must timely submit a Claim Form in order to receive any monetary award as part of the Proposed Settlement. You will not be eligible to receive payment for any your purchases

of Warren THF Products or any damage or losses to equipment unless you complete and submit a Claim Form.

To submit a Claim Form, you **must** complete an electronic or hard copy of Part A of the Claim Form and submit it at www.warrentractorhydraulicfluidsettlement.com by _____, 2022, or, for hard copy, paper format, by mailing the Claim Form any supporting papers to: Class Settlement, *Warren Tractor Hydraulic Fluid Litigation*, c/o Settlement Administrator, _____ by _____, 2022. ADD OTHER WAYS – BY EMAIL/FAX

9. How do I submit a Claim for Repair/Parts/Specific Equipment Damage?

To submit a claim for Repair/Parts/Specific Equipment Damage, you **must** complete an electronic or hard copy of Part B of the Claim Form and submit it at www.warrentractorhydraulicfluidsettlement.com by _____, 2022, or, for hard copy, paper format, by mailing the Claim Form with Part B completed, along with any supporting papers to: Settlement, *Warren Tractor Hydraulic Fluid Litigation*, c/o Settlement Administrator, _____ by _____, 2022. ADD OTHER WAYS – BY EMAIL/FAX

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

To be eligible to recover Repairs/Parts/Specific Equipment Damage Relief, you must provide the information requested on Part B of the Claim Form. For each piece of equipment which you claim was repaired or damaged because of use of Warren THF Products, you will need to provide the information requested on Part B of the Claim Form. That information includes the make/model/year of the equipment, the specifics of the damage/repairs and when they occurred, the costs of the repairs and/or amount of damage and other details that fully describe what occurred and what repair/parts or other actions were required. You should also submit any documentation showing the damage and/or repairs. Such documentation may include, but is not limited to, receipts, invoices, credit card statements, bank statements, cancelled checks, photographs of equipment damage or repairs, and/or sworn statements from you or other witnesses to the claimed damage or repair.

If the equipment has not been repaired, you should submit a description of the damage/problems and the estimated cost of such repair, along with any documentation supporting the estimate. If the equipment was damaged beyond reasonable repair, you should respond to additional Questions 8.g. through 8.k. on Part B of the Claim Form and submit a description of the damage and the reason the repairs were not reasonable or able to be performed.

There is a maximum of \$5,000 Repairs/Parts/Specific Damage Claim Value unless receipts or other acceptable proof of repairs, parts, specific damage are provided.

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

Your claim for Repairs/Parts/Specific Equipment Damage on Part B of the Claim form may be submitted electronically using the online claim form at

www.warrentractorhydraulicfluidsettlement.com by _____, 2022, or a paper copy can be completed and mailed along with any supporting documentation to: Settlement, Warren Tractor Hydraulic Fluid Litigation, c/o Settlement Administrator, _____ by _____, 2022. ADD OTHER WAY TO SUBMIT – BY EMAIL

11. When will I get my Proposed Settlement benefits?

Settlement benefits will be available only if the Proposed Settlement is approved by the Court and after it becomes final. The Court will hold a hearing on _____, 2022, to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement, there may be appeals, and the Proposed Settlement cannot become final until all appeals are resolved. It is always uncertain how long appeals will take – they can take many months or longer. You should check the settlement website at www.warrentractorhydraulicfluidsettlement.com for updates on the status of the Proposed Settlement and applicable deadlines. Please be patient.

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

It is not known at this time what percentage of your Total Claim Value will be paid by this Class Settlement. That will be determined after all claims are submitted.

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

13. What am I giving up to stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, then you are automatically in the Class if you have purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil between July 26, 2014 and the present, other than certain exclusions set forth in section 5 and 6 on page 7, above.

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

By staying in the Settlement Class, you become a 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 Defendants that relate to NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil purchased between July 26, 2014 and the present. The entire release contained in the Proposed Settlement Agreement is set forth below:

“The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whenever incurred, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any of the Releasing Parties that are asserted, or could have been asserted against the Released Parties or any one of them in this case, arising out of, resulting from, or relating in any way to the Released Parties’ manufacture, testing, distribution, offering, marketing, labeling and/or sales of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and Lubriguard Tractor Hydraulic and Transmission Oil in the United States, the District of Columbia, and/or its territories during the Class Period (“Released Claims”). This release shall broadly include all known and unknown claims against Defendants arising out of or relating to the manufacture, distribution, marketing, sales or purchases of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and Lubriguard Tractor Hydraulic and Transmission Oil, including but not limited to any potential claims of breach of express or implied warranty, breach of contract, negligent misrepresentation, fraud or fraudulent misrepresentation, consumer fraud, unfair practices, unlawful trade practices, civil conspiracy, negligence, unjust enrichment or any other common law, statutory or equitable claims, or any alleged personal injury or property damage relating to the use of any of the Warren THF Products. This release is intended to be as broad as the law allows, and the parties hereto intend to fully release Defendants from all potential claims arising out of or relating to the purchase of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and Lubriguard Tractor Hydraulic and Transmission Oil. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties pursuant to the terms of this Settlement Agreement.”

“Each Releasing Party further expressly agrees that, upon the Effective Date, it will waive and release with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph **Error! Reference source not found.** hereof any and all provisions, rights, and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

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.

(b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, or (c) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in Paragraph **Error! Reference source not found.** hereof. Each Releasing Party may hereafter discover facts other than or different

from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Releasing Party has released pursuant to Paragraph **Error! Reference source not found.** hereof, but each such individual or entity hereby expressly agrees that, upon the Effective Date, it shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph **Error! Reference source not found.** hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.”

14. Can I get out of the Proposed Settlement and the Class?

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

15. How do I exclude myself from the Proposed Settlement?

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

- Your name, current address and telephone number;
- A statement that you want to be excluded from the Class Settlement in *Yoakum, et al. v. Genuine Parts Company, et al.*, Case No. 4:19-cv-00718-BP (U.S. Dist. Court, W.D. Mo.), that you do not wish to be a Settlement Class Member, and that you want to be excluded from any judgment entered in the case against the Defendants; and,
- Your signature (or your lawyer’s signature).

Your exclusion request must be signed and mailed, faxed or e-mailed, postmarked, or the equivalent for fax or e-mail, by _____, 2022, to:

Settlement
Warren Tractor Hydraulic Fluid
c/o Settlement Administrator

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

No. Unless you exclude yourself, you give up the right to sue Defendants as described in response to Question 16. If you want to keep the right to sue Defendants in a new lawsuit, you have to exclude yourself from this Settlement Class and Proposed Class Settlement. Remember, any

exclusion request must be signed, mailed, faxed, or e-mailed, and postmarked (or the equivalent for fax or e-mail) by _____, 2022.

17. If I exclude myself, can I get any benefits from this Proposed Settlement?

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

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

18. How do I tell the Court I don't like the Proposed Settlement?

If you are a Settlement Class Member and do not exclude yourself, you can tell the Court you do not like the Proposed Settlement or some part of it. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Proposed 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 Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, (b) be submitted to the Court either by mailing them to Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, or by filing them in person at any location of the United States District Court for the Western District of Missouri, and (c) be filed or postmarked on or before _____, 2022.

In your written objection, you must list the Warren THF Products purchase information required on the Claim Form, your full name or business name as applicable, your current address, and telephone number. You must also state in the writing all objections and the reasons for each objection, whether you intend to appear at the fairness hearing either with or without separate counsel, and you must provide a list of all cases in which you or your counsel has objected to a class-action settlement in the last five (5) years, including the disposition of those objection(s), and a description of any sanction imposed by any court, master, or tribunal in connection with such objection, and a copy of any order(s) or judgment(s) relating to those sanctions. Any documents supporting the objection must also be attached to the written objection, and if you intend to call witnesses at the Final Fairness Hearing, any such witness must be identified, including by providing each such witness's name, address and telephone number. 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 _____, 2022. 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 Class Settlement.

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

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

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

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

20. Can I appear or speak in this lawsuit and Proposed 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 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.

21. How can I appear in this lawsuit?

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

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

Your Notice of Appearance must be signed, mailed and postmarked by _____, 2022, to the Court at:

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing:

- You will stay a member of the Settlement Class and all of the Court's orders will apply to you (unless you previously requested to exclude yourself from the Settlement Class, in which case you will continue to be excluded if you do nothing);
- You will not be a Qualified Settlement Class Member and will not be eligible receive any monetary benefit from the Class Settlement if you do nothing. You must submit a Claim Form in order to be eligible for a monetary award. If you do not submit a Claim Form, you will also not be considered for any monetary benefits ultimately paid pursuant to the Plan of Allocation approved by the Court and described herein.
- You will not be able to sue or join a new lawsuit against Defendants about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this case?

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

HORN, AYLWARD & BANDY, LLC

Tom Bender

tbender@hab-law.com

Dirk Hubbard

dhubbard@hab-law.com

2600 Grand Boulevard Suite 1100

Kansas City, Missouri 64108

Telephone: (816) 421-0700

Facsimile: (816) 421-0899

WHITE, GRAHAM, BUCKLEY & CARR, LLC

Gene Graham

ggraham@wagblaw.com

William Carr

wcarr@wagblaw.com

Bryan White

bwhite@wagblaw.com

19049 East Valley View Parkway

Independence, Missouri 64055

Telephone: (816) 373-9080

Facsimile: (816) 373-9319

CLAYTON JONES, ATTORNEY-AT-LAW

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

You will not be charged for these lawyers.

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

24. 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 case expenses of no more than \$250,000 and attorneys' fees of no more than \$3,530,330.00 (33 1/3% of the total Class Settlement Fund minus case expenses sought to be reimbursed). Class Counsel also will ask the Court to award not more than \$7,500 to each of the Class Representative Plaintiffs. These payments, in whatever amounts are Ordered by the Court, come out of the Class Settlement Fund. Class Counsel will file their Fee Application at least fourteen days before the deadline for objecting to the settlement.

THE COURT'S FAIRNESS HEARING

25. When and where will the Court decide whether to approve the Proposed Settlement?

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

26. Do I have to come to the hearing?

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

27. 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 questions 20 and 21 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 18 on page 14).

You cannot speak at the hearing if you exclude yourself.

GETTING MORE INFORMATION

28. Are more details about the lawsuit and the Proposed Settlement available?

This Notice only summarizes the lawsuit and Proposed Settlement. You can review copies of the settlement documents by visiting the Proposed Settlement website, www.warrentractorhydraulicfluidsettlement.com.

More details about the claims in lawsuit are in the 5th Amended Class Action Complaint filed in the Litigation. You can look at all of the documents filed in the lawsuit at the Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106.

29. How do I get more information?

You can get more information by visiting the Proposed Settlement website, www.warrentractorhydraulicfluidsettlement.com, or by contacting Class Counsel at the email or phone numbers listed in question 23 on pages 16 and 17.

PLEASE CONTACT CLASS COUNSEL WITH ANY QUESTIONS OR INFORMATION

**EXHIBIT D
SUMMARY CLASS NOTICE**

If you purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil between July 26, 2014 and the present, a Class Action Settlement 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 \$10,850,000.00 class-action settlement (the "Proposed Settlement") has been reached with the Defendants in a lawsuit regarding the sale and use of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil (Warren THF Products) in the United States and/or its territories, at any point in time from July 26, 2014.

The Proposed Settlement may affect your rights. For comprehensive information about the lawsuit and settlement, including the longer notice of settlement and the Settlement Agreement with the precise terms and conditions of the Settlement, please see www.warrentractorhydraulicfluidsettlement.com or call [INSERT SETTLEMENT PHONE NUMBER]. You may also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.mow.uscourts.gov/>, or by visiting the office of the Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The lawsuit is titled *Yoakum, et al. v. Genuine Parts Company, et al.*, Case No. 4:19-cv-00718-BP, pending before the Honorable Judge Beth Phillips 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 lawsuit, Plaintiffs allege (1) that the Warren THF Products did not meet the equipment manufacturers' specifications or provide the performance benefits listed on the product labels, (2) that the Warren THF Products were made with inappropriate ingredients including line flush, and (3) that use of the Warren THF Products in equipment causes damage to various parts of the equipment. The Defendants deny any allegations and claims of wrongdoing on their part. The Court has not decided who is right or made a final ruling on Plaintiffs' claims. Plaintiffs and the Defendants have agreed to the Proposed Settlement to avoid the risk and expense of further litigation.

You are a member of the Settlement Class if you purchased the above-listed Warren THF Products in the United States, its territories, and/or the District of Columbia from July 26, 2014 to the present. If you purchased any of the Warren THF Products during that time period, you need to submit a Claim Form – Part A to be eligible for benefits and you also may be eligible to submit a Claim Form – Part B for repairs, parts, and/or specific equipment damage. Please see www.warrentractorhydraulicfluidsettlement.com for a copy of the Claim Form and Mailed Class Notice, or call [INSERT SETTLEMENT PHONE NUMBER] to request a Claim Form and Mailed Class Notice 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 Settlement, you must exclude yourself by [INSERT DATE] If you do not exclude yourself, you will release any claims you may have against the

Defendants, as more fully described in the Settlement Agreement. You may object to the Proposed Settlement by [INSERT DATE]. The Long Form Notice, available at www.warrentractorhydraulicfluidsettlement.com or upon request, explains how to exclude yourself or object.

The Court will decide whether to approve the Proposed Settlement at the Final Fairness Hearing on _____ at ____ p.m. Class Counsel also will ask that the Court award up to \$3,530,330.00 in attorneys' fees, \$250,000.00 in expenses, and an incentive payment not to exceed \$7,500 for each of the class representatives. The amounts awarded for attorneys' fees, expenses, and incentive awards come out of the Settlement Class Fund. This date for the hearing may change; see www.warrentractorhydraulicfluidsettlement.com.

BY ORDER OF U.S. DISTRICT COURT

EXHIBIT E
MAILED CLASS NOTICE

If You Purchased
NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid,
Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard
Tractor Hydraulic and Transmission Oil
(“Warren THF Products”) from July 26, 2014 to the Present,

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.warrentractorhydraulicfluidsettlement.com REGULARLY FOR
UPDATES AND FURTHER DETAILS

Yoakum, et al. v. Genuine Parts Company, et al.
Case No. 4:19-cv-00718-BP
(U.S. Dist. Court, W.D. Mo.)

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

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

1. A class-action settlement was reached with Genuine Parts Company (“GPC”) and Warren Oil Company, LLC, Warren Oil Company, Inc. and Warren Unilube, Inc. (collectively referred to as “Warren”), and their affiliates, divisions, subsidiaries, and assigns (collectively referred to as “Defendants”) in the above-referenced class action lawsuit regarding tractor hydraulic fluid made by Warren which includes NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and Lubriguard Tractor Hydraulic and Transmission Oil (collectively referred to as “Warren THF Products”).
2. In the lawsuit, Plaintiffs allege (1) that the Warren THF Products did not meet the equipment manufacturers’ specifications or provide the performance benefits listed on the product labels, (2) that the Warren THF Products were made with inappropriate ingredients including line flush, and (3) that use of the Warren THF Products in equipment causes damage to various parts of the equipment. The Defendants have denied these allegations and any claims of wrongdoing.
3. This notice summarizes the Class Action Settlement (sometimes referred to herein as the “Proposed Settlement”) For more detailed information please: (i) visit the settlement website at www.warrentractorhydraulicfluidsettlement.com where you can access settlement documents, including a Long Form Notice, the Settlement Agreement and Release, and a Claim Form to be completed to be eligible for an award based on purchases of Warren THF Products and any such damage you claim to have experienced, in whole or in part, due to the Warren THF Products; (ii) call the settlement hotline at **SETTLEMENT PHONE NUMBER**; (iii) contact Class Counsel; or (iv) access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://www.mow.uscourts.gov/mdl-cases>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

Please do not telephone the Court or the Court Clerk's Office to inquire about this Proposed Settlement or the claim process.

4. You are be a member of the Settlement Class if you purchased the above-listed Warren THF Products in the United States, its territories, and/or the District of Columbia from July 26, 2014 to the present. If you are a Settlement Class Member, the Proposed Settlement may provide you with a cash award. It is not known at this time what any specific monetary award will be, but one component of the Plan of Allocation is based on the number of purchases during the Class Period. Therefore, if you have purchased Warren THF Products between July 26, 2014 and the present, you should complete a Claim Form (Part A). Under the Settlement Agreement, your general equipment damage portion of your claim will be valued as follows based on your Warren THF Product purchases: \$25 for each 5-gallon bucket purchased; \$10 for each 2-gallon jug; \$5 for each 1-gallon jug; and \$100 for each 55-gallon drum. Each Part A Claim is subject to a maximum \$200 monetary award unless receipts or other acceptable proof of purchases are provided.
5. In addition to this monetary relief based on the number of purchases during the Class Period, if you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to your use of the Warren THF Products you may be entitled to an additional award. If you have experienced any repairs/parts/specific equipment damage that you believe are related, in whole or in part, to the use of the Warren THF Products, you should also complete a Part B of the Claim Form regarding any Repairs/Parts/Specific Equipment Damage. Each Part B Claim is subject to a maximum \$5,000 monetary award unless receipts or other acceptable proof of repairs, parts, specific damage are provided.
6. The Claim Form is available at www.warrentractorhydraulicfluidsettlement.com or by calling the Settlement Administrator at [INSERT SETTLEMENT PHONE NUMBER].

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS:

<i>ACTION</i>		<i>DUE DATE</i>
Do Nothing	If you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, but you will not receive a monetary award.	
Submit Part A of Claim Form	If you purchased Warren THF Products during the Class Period, you can timely submit Part A of the Claim Form to the Settlement Administrator. To submit a Claim Form, go to www.warrentractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	<i>By</i> _____
Submit Part B of Claim Form	If you purchased Warren THF Products during the Class Period and if you complete and submit Part A of the Claim Form, you may also complete and submit Part B of the Claim Form regarding the repairs, parts, and damage you claim to your equipment caused, in whole or in part, by the Warren THF Products. To submit such a Claim Form, go to www.warrentractorhydraulicfluidsettlement.com or call SETTLEMENT PHONE NUMBER .	<i>By</i> _____
Exclude Yourself	You may request to be excluded from the 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 Settlement and you may not object to the Proposed Settlement. You will, however, keep your right to sue the Retailer regarding the claims asserted in the class action.	<i>By</i> _____
Object	You may object to the Proposed 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 – Part A and/or Part B by the date specified above in order to receive an award. You may object to the Settlement only if submit a valid Part A Claim Form and if you <u>do not</u> exclude yourself by the date listed immediately above.	<i>By</i> _____

EXHIBIT F
CLAIM FORM AND INSTRUCTIONS
Yoakum, et al. v. Genuine Parts Company, et al.,
Case Number 4:19-cv-00718-BP (W.D. Mo.)

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

1. Please review the Long Form Class Notice (the “Notice”) that is available on the settlement website at www.warrentractorfluidsettlement.com or by calling the Settlement Administrator at 866-742-4955.

2. Under the terms of the Class Settlement, you may be entitled to relief based on your purchase(s) of the following products between July 26, 2014 to the present (“Class Period”):

- Carquest 303 Tractor Hydraulic Fluid
- Coastal 303 Tractor Fluid
- Lubriguard Tractor Hydraulic and Transmission Oil
- NAPA *Quality* Tractor Hydraulic & Transmission Fluid
- Warren 303 Tractor Fluid

3. **If you wish to receive relief under the Settlement Agreement, you must timely complete and submit Part A of the Claim Form to receive a monetary award based on your purchase(s) of the products listed above (the “Warren THF Products”) during the relevant Class Period.**

4. The Part A monetary award is for general equipment damage based on your Warren THF Product purchases and is initially calculated using an amount up to \$25 for each 5-gallon bucket; \$10 for each 2-gallon jug; \$5 for each 1-gallon jug; and \$100 for each 55-gallon drum you purchased during the Class Period. Be sure to attach all supporting documents such as receipts, bucket pictures, or other proof of purchase. Each Part A claim is subject to a maximum \$200 monetary award unless receipts or other acceptable proof of purchases are provided.

5. Under the Settlement Agreement, you also may be entitled to a Part B award for reimbursement for the cost of any repairs, parts, and/or specific equipment damage that you contend resulted, in whole or in part, from your use of a Warren THF Product during the relevant Class Period. **If you wish to receive this relief, you must timely complete and submit Parts A and B of the Claim Form.** 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. Each Part B claim is subject to a maximum \$5,000 monetary award unless receipts or other acceptable proof of repairs, parts, specific damage are provided.

6. In the event there are more valid claims than funds available, Part A and Part B claims will be reduced *pro rata* based on the total amount of Qualified Settlement Class Members’ valid claims.

7. You are not entitled to reimbursement under this Settlement if you were already reimbursed for your purchases of Warren THF Products or for repairs, parts, or damage to specific equipment that you contend was caused by your use of the above listed Warren THF Products during the Class Period.

8. If you would like an acknowledgment of receipt of your Claim Form, send it by Certified Mail, Return Receipt Requested.
9. To submit the Claim Form, you **must do one of the following**: (i) complete an electronic claim form and submit it via the settlement website at www.warrentractorfluidsettlement.com on or before _____, 2022; or (ii) complete a paper Claim Form and send it via fax to 215-827-5551, via United States mail, postage prepaid to Warren THF Settlement, c/o RG/2 Claims Administration, LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to Warrentractorfluidsettlement@RG2claims.com by _____, 2022.
10. Once your Claim Form is received, the Settlement Administrator will review the Claim Form for compliance. Your claim for monetary relief may be rejected for failure to complete the information requested in the Claim Form or for failure to provide sufficient supporting documentation. The Claims Administrator may contact you for additional information.
11. Keep a copy of your completed Claim Form for your records. If your claim is rejected, the Settlement Administrator will notify you by U.S. Mail or e-mail of the rejection and the reasons for such rejection.

CLAIM FORM – PART A
Class Member and Purchase Information

Claimant Name: _____

Street Address: _____

City, State, Zip Code: _____

Email Address: _____

Phone No: _____

List your purchases of any Warren THF Products purchased during the stated Class Period. Do not list any purchases that you returned to the store after purchase.

Product Purchased	Date Purchased	Store (Name and Location)	Product Size	Qty.	Payment Method

List the equipment in which you used the Products during the stated Class Period:

Type of Equip.	Year	Make	Model

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 not for the purpose of resale to others.

Signature: _____

Date: _____

Print Name: _____

CLAIM FORM – PART B
Repairs/Parts/Specific Equipment Damage

Complete Part B of this Claim Form only if you seek reimbursement for any repairs, parts, and/or specific equipment damage that you contend resulted, in whole or in part, from your use of the Warren THF Products during the Class Period.

1. Plaintiffs allege that use of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil (“collectively referred to as “Warren THF Products”) can cause damage to tractors and other equipment in which it is used. Defendants deny these allegations and deny that the Warren THF Products cause damage to tractors or other equipment. As part of this Class Settlement, Class Members are entitled to submit claims for reimbursement for repairs, parts, and specific equipment damage that the Class Member contends resulted, in whole or in part, from use of these Warren THF Products during the Class Period of July 26, 2014 to the present.

2. The repairs, parts, and specific equipment damage may include, without limitation, repairs, parts and equipment purchases required to remedy damage to seals, pumps, filters, gears, clutch and brake systems, power take-off (PTO) systems and losses incurred as a result of equipment being damaged beyond reasonable repair as a result of damage and increased or excessive wear resulting from use of the Warren 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.

3. Consequential or other losses (such as down time) that might have been incurred as a result of equipment being damaged are not recoverable under the Settlement Agreement. Other examples of damage and loss not covered by this Settlement include damage caused by negligence of the owner/operator of the equipment; damage incurred prior to the start date of the relevant Class Period; damage caused by the use of any tractor hydraulic product not listed above; and damage caused by normal wear and tear. If the damage to equipment resulted in part from any of these causes, and in part from the Warren THF Products’ use, then a claim would still be appropriate.

4. To recover losses from this Repairs/Parts/Specific Equipment Damage portion of the Settlement Fund, you must provide the information requested below for each piece of equipment for which you claim losses. You must also submit the cost of the repairs and/or parts as well as the date(s) said repair(s) were done and/or parts purchased. If the equipment has not been repaired, you may submit documentation regarding the damage to the equipment and the estimated cost of such repair.

5. If you contend the equipment was damaged beyond reasonable repair, you must indicate that in response to the questions below. You should submit a description of the damage and the reasons you contend repairs were not reasonable, justified or able to be performed.

6. If you have documentation supporting your claim and/or the amounts sought for the repairs, parts, or specific equipment damage, you must submit it with your Claim Form. Such documentation includes receipts, invoices, credit card statements, bank statements, cancelled checks, photographs of damaged equipment and/or damaged parts, and/or sworn statements from

you or other witnesses on the specifics of the claimed damage or repair. Your Part B claim is subject to a maximum \$5,000 monetary award unless receipts or other acceptable proof of repairs, parts, specific damage are provided.

7. In the event there are more valid claims than funds available, repair, parts, and specific equipment damage claims will be reduced *pro rata* based on the amount of each Qualified Settlement Class Member's valid claim for repairs, parts, and specific equipment damage.

8. Please provide the following information for each piece of equipment that you contend required a repair or parts purchase or suffered equipment loss due in whole or in part to your use of a Warren THF Product during the Class Period:

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

Type of Equipment: _____

Make/Model/Year: _____

b. Describe the repair(s), parts, or specific equipment damage that you claim resulted from your use of a Warren THF Product:

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

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

e. For what purpose was the equipment being used when it required repairs, parts, or sustained damage?

f. Do you claim that your equipment was damaged beyond repair?

Yes: _____

No: _____

If your answer to question 8.f. is yes, please respond to the following questions g. through l, below.

g. When was the equipment damaged beyond reasonable repair?

h. Did you attempt to repair the equipment? Yes: ___ No: ___

i. If your answer to question 8.j is yes, please describe the attempted repair and the costs of the attempted repair:

j. If your answer to question 8.j is no, please describe why you did not attempt to repair the equipment:

k. Describe why repairing the equipment was not reasonable, justifiable, or not able to be performed:

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

Please submit a separate sheet with additional responses to questions 8.a. through 8.l for each piece of equipment for which you seek a Part B award

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury the foregoing is true and correct.

Signature: _____

Date: _____

Print Name: _____

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

Warren THF Settlement
c/o RG/2 Claims Administration, LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Telephone: 866-742-4955 or email: warrentractorfluidsettlement@rg2claims.com

You may also contact Class Counsel at:

Thomas V. Bender
Horn Aylward & Bandy, LLC
2600 Grand Boulevard, Ste. 1100
Kansas City, MO 64108
(816) 595-7721 (phone)
(816) 421-0899 (fax)
tbender@hab-law.com

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

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

Yoakum, et al. v. Genuine Parts Company, et al.,
Case No. 4:19-cv-00718-BP
(U.S. Dist. Court, W.D. Mo.)

1. Plaintiffs allege that use of the Warren Tractor Hydraulic Fluid (“Warren THF”) Products at issue can cause damage to tractors and other equipment in which it is used. Defendants deny that the Warren THF Products cause damage to tractors and other equipment.
2. As part of this Proposed Settlement, Settlement Class Members are entitled to submit claims for the costs of any repairs, parts, and specific equipment damage the Settlement Class Member contends resulted from, in whole or in part, the use of the Warren THF Products during the Class Period of July 26, 2014 to the present.
3. The “Repairs/Parts/Specific Equipment Damage Claims Review Process” is the process for reviewing and paying claims made by Qualified Settlement Class Members for the costs of any repairs, parts, and specific equipment damage which the Settlement Class Member contends resulted from, in whole or in part, the use of the specified Warren THF Products.
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 Warren THF Products. Such increased wear and damage may include, without limitation, scratching, corrosive wear, rippling, ridging, pitting, spalling and scoring of the gears and metal components, seal damage, spiral gear damage, metal abrasion, corrosion, surface wear, clutch wear and breakage, wet brake damage, pump failure, leakage, and damage from deposits, sludging and thickening. Again, Defendants deny that the Warren THF Products cause damage to tractors and other equipment.
5. To be eligible to receive an award under the Repairs/Parts/Specific Equipment Damage Claims component of the Plan of Allocation, a Settlement Class Member must submit fully completed and valid Part A and Part B Claim Form. Part A of the Claim Form shall set forth the required information on the Settlement Class Member’s purchases of Warren THF Products and will be used to determine whether they are a Qualified Settlement Class Member who is eligible to submit Part B of the Claim Form. Part B of the Claim Form shall include narrative information sufficient to fully describe the claimed equipment damages, malfunction, repairs and/or parts purchases the Settlement Class Member contends were required by use of Warren THF Products. The Settlement Class Member should also submit the claimed cost of the repairs and/or parts as well as the date and location where any such repairs were done and/or parts purchased.

6. If, on Part B of the Claim Form, the Settlement Class Member claims their equipment was damaged beyond reasonable repair, the Class Member should indicate that in response to Question 8.f. and also then respond to Questions 8.g. through 8.k. for each piece of equipment for which total loss is claimed. The Settlement Class Member should submit a description of the claimed damage and the reason they contend repairs were not reasonable, justified or able to be performed.
7. If the equipment has not been repaired, the Settlement Class Member may submit documentation regarding the claimed damage to the equipment and the estimated cost of such repair.
8. The Settlement Class Member should submit any documentation supporting the claim and/or the amounts sought for Repairs/Parts/Specific Equipment Damage. Class Counsel will assist the Settlement Class Member in submitting claim and documentation. A Claimant's Part B claim is subject to a maximum \$5,000 monetary award unless receipts or other acceptable proof of repairs, parts, specific damage are provided.
9. The Settlement Administrator shall determine whether a Part B claim for Repairs/Parts/Specific Equipment Damage meets the requirements set forth in the Settlement Agreement, and what credit, if any, under the Plan of Allocation will be given to each claim for Repair/Parts/Specific Equipment Damage Relief. Repairs/Parts/Specific Equipment Damage Claim Forms that do not meet the terms and conditions of the Settlement Agreement shall be rejected.
10. The Settlement Administrator's determination will be binding and non-appealable for purposes of determining a Class Member's award under the Settlement Agreement. The Settlement Administrator shall notify the person and/or entity through the mailing address provided in the Repairs/Parts/Specific Equipment Damage Claim Form of rejection of any claims. The Settlement Administrator and/or Class Counsel may contact a Settlement Class Member to obtain additional information or supporting documentation if a Repairs/Parts/Specific Equipment Damage Claim Form is incomplete.
11. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Repairs/Parts/Specific Equipment Damage Claim Forms. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Repairs/Parts/Specific Equipment Damage Claim Form for, among other reasons, the following:
 - a. the Settlement Class Member seeks payment for purchases, losses and/or repairs that are not covered by the terms of the Settlement Agreement;
 - b. the Settlement Class Member seeks payment for purchases of or damage caused by products other than the Warren THF Products as defined in the Settlement Agreement;

- c. the Settlement Class Member's claim is not reasonably supported by the information supplied by Defendants and/or by the 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 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 Settlement Agreement.

EXHIBIT H

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

JESSE YOAKUM, *et al.*,)
on behalf of themselves and all others)
similarly situated,)

Plaintiffs,)

v.)

Case No. 4:19-cv-00718-BP

GENUINE PARTS COMPANY, *et al.*,)

Defendants.)

DECLARATION OF WILLIAM W. WICKERSHAM

I, WILLIAM W. WICKERSHAM, declare as follows:

1. I am over 21 years of age and am not a party to this action. This declaration is based on my personal knowledge, including information I collected from counsel and the staff of RG/2 Claims Administration, LLC (“RG/2”). If called as a witness, I could and would testify competently to the facts stated herein.

INTRODUCTION

2. I am a Vice-President of Business Development and Client Relations at RG/2. I have substantial knowledge, skill, and experience in class-action notice and settlement administration, including planning and executing direct- and publication-notice programs using various different types of print and electronic methodologies.

3. RG/2 is a leader in class-action notice and settlement administration. It provides settlement-administration services and notice plans for class actions of various types, including matters involving consumer rights, securities, product liability, environmental, employment, and

discrimination. Since 2000, RG/2 has administered and distributed in excess of \$1.2 billion in class-action settlement proceeds. A true and accurate copy of the firm's publication describing RG/2's background and capabilities is attached hereto as Exhibit 1.

4. RG2 has been retained as the Settlement Administrator in this matter. As such, RG/2 is responsible for, among other things: (i) assisting and advising counsel in the development and administration of the plan of notice (the "Notice Plan") set forth in detail attached hereto as Exhibit 2; and (ii) administering the claims process set forth in detail in the Settlement Agreement.

5. The settlement class in this matter is comprised of all persons and other entities who purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or LubriGuard Tractor Hydraulic and Transmission Oil (collectively referred to as "Warren THF") in any State in the United States, any territory and/or the District of Columbia, during the Class Period of July 27, 2014 to the present (the "Settlement Class").

6. I advised and assisted counsel in developing the Notice Plan for the Settlement Class, summarized below and described in more detail in Exhibit 2 hereto. The Notice Plan is designed to provide the Settlement Class with the best notice that is practicable under the circumstances through mail, e-mail, print, in-store, and other appropriate means, including individual notice to all members who can be identified through reasonable effort, in accordance with applicable standards under Fed. R. Civ. P. 23 and due process. The Notice Plan is also consistent with other effective court-approved notice programs in class-action matters and the Federal Judicial Center's (FJC) Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide.

7. As explained in more detail below, and for the reasons set forth herein, it is my opinion that the Notice Plan summarized herein (i) provides the best notice that is practicable under the circumstances, and (ii) will provide notice to at least 75 percent of the Settlement Class, if not more.

PROPOSED NOTICE PLAN

8. The objective of the proposed Notice Plan is to provide notice of the proposed Settlement to members of the Settlement Class that satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process standards. Based upon information provided by counsel for Defendants, there are 147,944 class member in total.

9. I have worked with counsel in this matter to develop a Notice Plan comprised of two primary parts: (i) direct notice; and (ii) publication notice.

A. Direct Notice

10. Direct-mail notice of the Settlement will be provided via U.S. First-Class Mail to 123,433 members of the Settlement Class, estimated to comprise more than 80% percent of the total members of the Settlement Class.

11. Notice by e-mail will also be provided to 21,325 members of the Settlement Class.

12. After preliminary approval of the Settlement Agreement by the Court, Defendants' counsel will provide RG/2 with complete, or nearly complete, mailing addresses for what is estimated to be 123,433 members of the Settlement Class. After accounting for potential near-duplicates in class-member purchase data through review and processing, these numbers may be slightly lower.

13. Defendants will also provide phone numbers for 105,445 Class Members. To the extent that that data includes phone numbers for Class Members without previously provided

physical or email addresses, RG/2 will perform a reverse-address lookup and supplement the class list for the notice mailing.

14. RG/2 will then mail by bulk mailing the Mailed Class Notice in substantially the form attached as Exhibit E to the Settlement Agreement to the last known mailing address of each member of the Settlement Class for whom such information is available.

15. The Mailed Class Notice will summarize the Settlement and direct members of the Settlement Class to a website from which they may obtain more detailed information and documents, including, among other things, a Claim Form. The Mailed Class Notice will also contain a section in Spanish on the first page stating that detailed information regarding the proposed settlement and how to submit a claim is available in Spanish online through the designated settlement website, which is discussed in more detail below.

16. In addition, RG/2 will also transmit an electronic copy of the Mailed Class Notice described in the preceding paragraph to the approximately 21,325 members of the Settlement Class for whom Defendants have e-mail contact information. Each e-mail notice will include a unique identification number assigned to the member of the Settlement Class associated with the e-mail address. RG/2 will follow standard e-mail best practices to increase deliverability and bypass junk and SPAM filters, including through use of “unsubscribe” links and RG/2’s contact information.

17. After disseminating e-mail notice, RG/2 will track e-mail delivery attempts. If an item is returned as undeliverable (commonly referred to as a “bounce”) a reason is provided. If the return indicates that the e-mail address does not exist as attempted (commonly referred to as a “hard bounce”) no additional attempts to deliver the e-mail will be made. If the return indicates that the target inbox is full, that delivery has been blocked or deferred by the internet service provider, or that any other circumstances prevent delivery (commonly referred to as a “soft”

bounce), RG/2 will attempt to re-send the e-mail for period of 72 hours. If the e-mail still cannot be delivered after the 72-hour period, it will be deemed undeliverable and no additional delivery attempts will be made.

18. Overall, based on information provided by Defendants' counsel, RG/2 estimates it will be able to provide direct notice of the settlement through U.S. Mail or e-mail to approximately 120,000 or more members of the Settlement Class, estimated to comprise approximately 80 percent of the total members of the Settlement Class.

B. Publication Notice

19. Based on information provided by Defendants' counsel, there are estimated to be up to 30,000 or more members of the Settlement Class for whom direct mailing and e-mail information cannot reasonably be located, comprising what is estimated to be up to 20 percent of the total members of the Settlement Class.

20. At the start of the notice period, RG/2 will issue a Press Release through PRWeb to raise awareness of the settlement and it will be offered to online news outlets and other sites.

21. In order to reach these class members, RG/2 will cause notice (the "Publication Notice") to be published in four nationally based publications, targeted at farmers and the agriculture community—the expected demographics of persons who purchased Warren THF Products. Those publications include: Successful Farming, Progressive Farmer, Farm & Ranch Living, and Farm Journal. The circulation numbers for each of the publications is contained in the Notice Plan attached hereto as Exhibit 2.

22. The Publication Notice will be published once in each of the above-referenced publications on or after the date the direct-mail notice is sent by bulk mailing.

23. The Publication Notice will advise readers of the nature of the action, the definition of the Settlement Class, the claims asserted in the action, that members of the Settlement Class may enter an appearance through counsel, that the Court will exclude from the Settlement Class any member who requests exclusion, the deadline by which exclusion must be requested, and the binding effect of a class judgment on members of the Settlement Class. It will also direct members of the Settlement Class to a website from which they may obtain more detailed information and documents, including, among other things, a Claim Form. In addition, the Publication Notice will include a section in Spanish stating that detailed information regarding the proposed settlement and how to submit a claim is available in Spanish online on the designated settlement website, which is discussed below.

24. Collectively, the print publications are expected to reach over 1.26 million subscribers and newsreaders nationwide.

25. As an additional method for reaching members of the Settlement Class for whom there is no direct mailing or e-mail information, notice of the Settlement will also be provided through a Digital Notice Campaign that will include Google and Facebook. The Digital Notice Campaign consisting of 5 million impressions is expected to reach over 1.7 million nationwide.

26. As an additional method for reaching members of the Settlement Class for whom there is no direct mailing or e-mail information, notice of the Settlement will also be provided through in-store notice at NAPA retail stores throughout the country. The notice will be displayed for a period of ninety days. Other specifics, including the content of the in-store notice, are attached hereto as Exhibit 3.

C. Additional Notice and Class-Member Support

27. RG/2 will also create and maintain an operating website that: (i) provides members of the Settlement Class with general information about the Settlement, answers to frequently asked questions, important dates and deadline information, and a summary of Settlement benefits; (ii) contains downloadable copies of the Preliminary Approval Order, Long Form Class Notice, the Settlement Agreement, Claim Form, and, when filed, Class Counsels' motions for an attorneys' fees, costs, and for incentive awards for the Class Representatives; (iii) contains Spanish-language versions of the Long Form Notice and Claim Form; (iv) posts any subsequent notices agreed upon by the parties; and (v) allows members of the Settlement Class to submit claims.

28. RG/2 will make available a toll-free telephone number that will provide information to members of the Settlement Class and any other persons seeking information about the Settlement, as well as instructions on how to participate in the Settlement. The toll-free telephone number will be staffed by live operators during normal business hours, will be fully automated, and will operate 24 hours per day, seven days per week. Operators fluent in Spanish will be available to respond to calls placed by Spanish-speaking class members. Callers will have the option to leave a message in order to speak with an RG/2 representative, who will return their call within 24 hours.

CONCLUSION

29. At the conclusion of the notice campaign, RG/2 will provide a final declaration to counsel, verifying implementation of the Notice Plan.

30. Total cost for the notice and administration services outlined herein is estimated to be \$402,386.00.

31. Based on my knowledge, skill, and experience in class-action notice and claims administration, and based on the documents and information set forth above and the information contained in the parties' Settlement Agreement and otherwise provided to me by counsel for the parties, it is my opinion that the Notice Plan summarized herein will provide notice to at least 75 percent of the Settlement Class. Further, it is my opinion that the Notice Plan summarized herein provides the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort, in accordance with applicable standards under Fed. R. Civ. P. 23 and due process, especially taking into account that direct notice will be provided to an estimated 80% or more members of the Settlement Class.

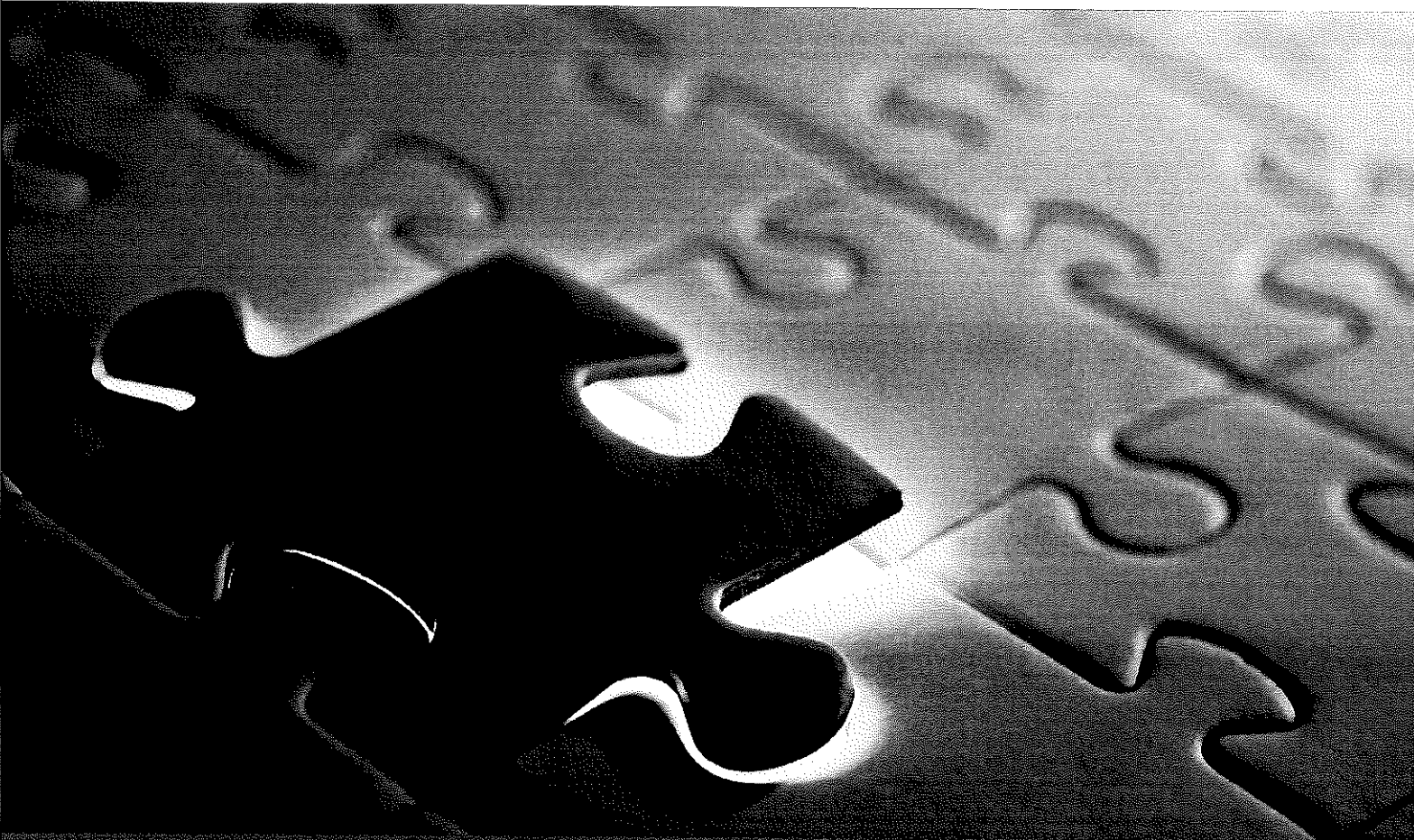
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 16, 2022



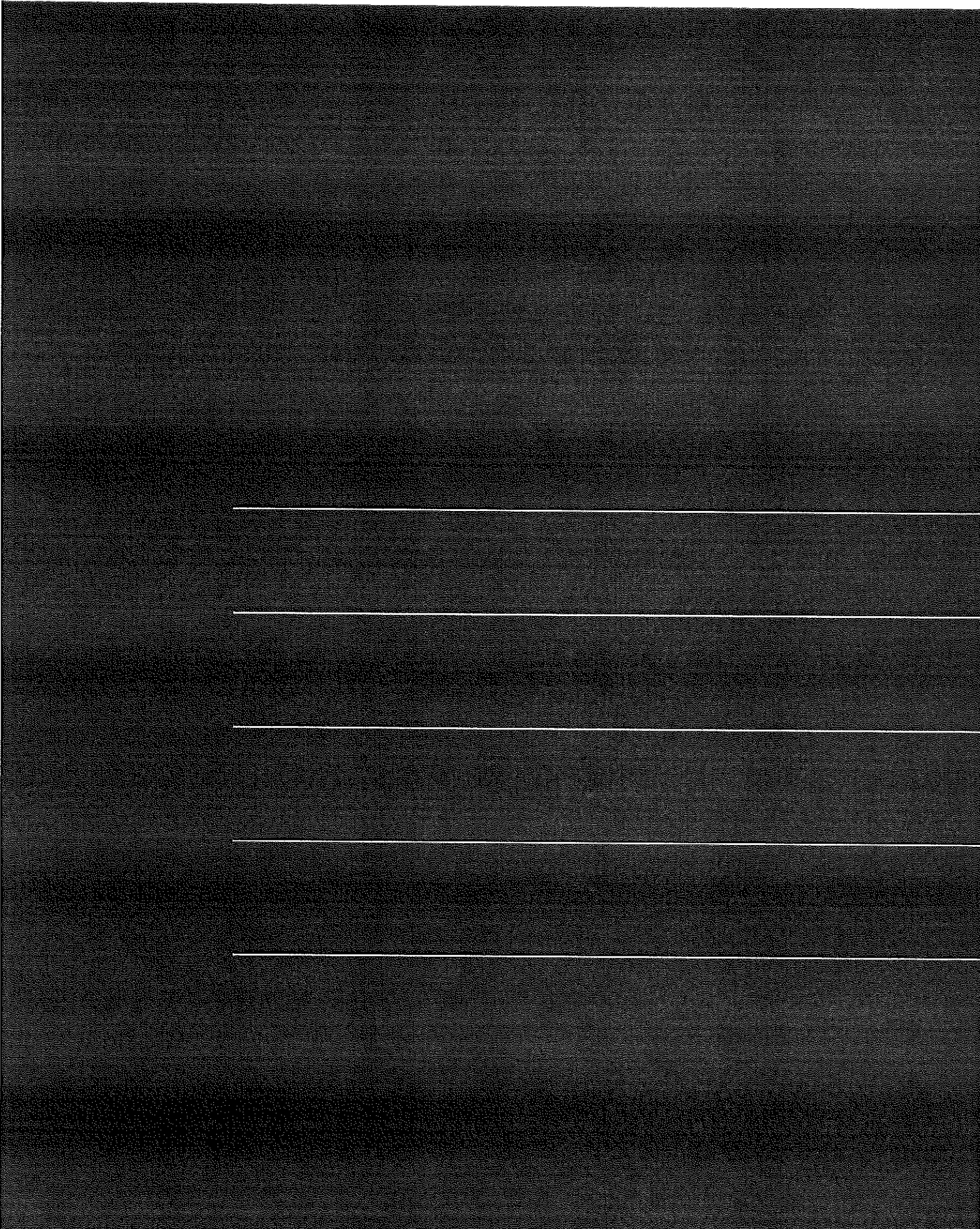
William W. Wickersham

EXHIBIT 1



**SETTING A NEW STANDARD IN
CLASS ACTION CLAIMS ADMINISTRATION**

PHILADELPHIA • NEW YORK • ATLANTA • SAN DIEGO • SAN FRANCISCO



[Redacted text block containing several lines of illegible text]

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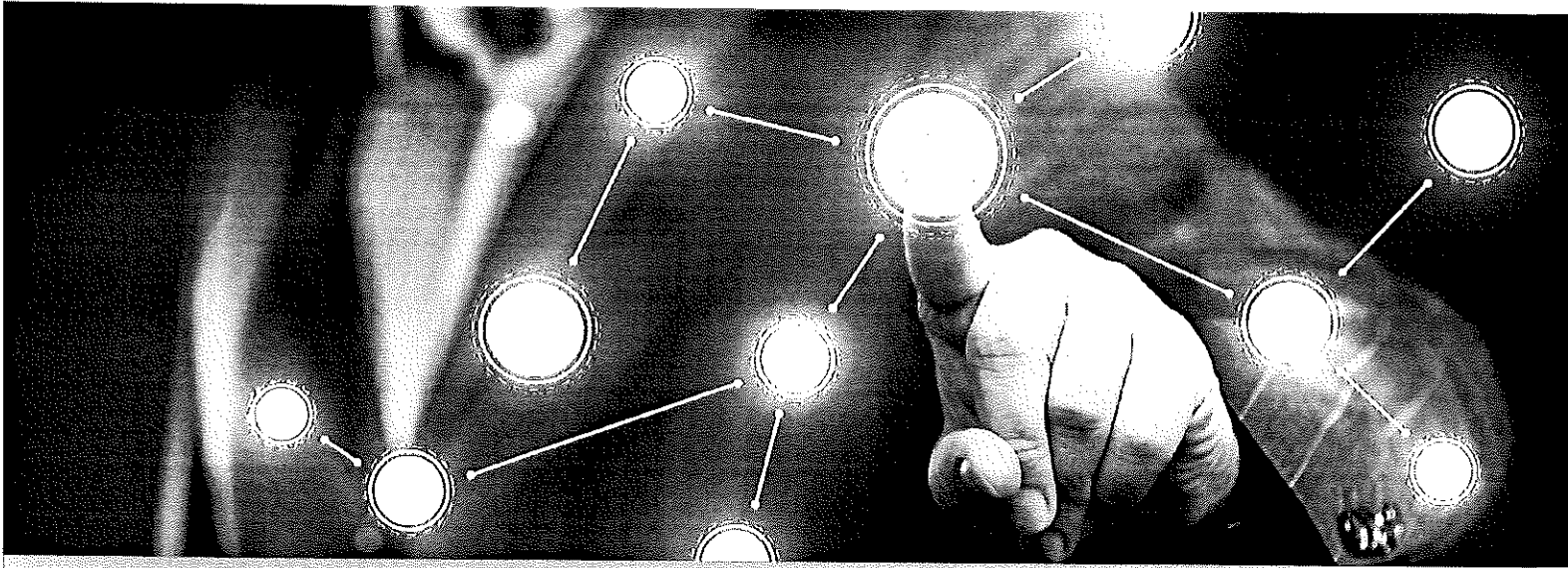
4	Class Action Experience
5	Cutting-Edge Technology and Skilled Resources
6	Experienced Professionals
9	Full Life-Cycle Support for Your Class Action
10	Range of Services

Class Action Experience High-Quality Service at Competitive Rates

RG/2 Claims seasoned professionals utilize their vast class action experience, tax and financial management resources to deliver high-quality service at competitive rates.

RG/2 Claims is a boutique class action claims administration firm with a nationwide presence founded by seasoned class action practitioners and highly credentialed tax professionals. Our leadership team has a collective 100 years' experience working in the field of class action litigation and settlement administration to leverage for the benefit of counsel. Our team of driven class action attorneys, *highly credentialed CPAs and forensic accountants* approach each matter with a personal goal to shepherd the settlement through the process from settlement negotiations through final approval. Our personal attention and care ensures that the administration is handled in a seamless matter that allows counsel to proceed with the knowledge and confidence that their settlement will receive the attention and care that they demand. In addition, our operations and IT personnel bring individualized innovations to each engagement, driving the notice and settlement administration to conclusion. We have the experience to handle large settlements with the personal attention and care expected from a boutique firm.

RG/2 Claims recognizes that cutting-edge technology is the key to efficient and reliable claim processing. Our IT Group, including an experienced web design team, enables RG/2 Claims to employ technologies used to enhance accuracy, efficiency and interaction of all participants in the claims process. Our approach focuses on analysis of case needs, development of solutions to maximize resources and reduce costs through accurate and efficient data collection and entry, and ongoing maintenance and support. Throughout the entire claims process, our goal is to (1) optimize completeness, accuracy and efficiency of the data management system, including online integration; (2) validate critical fields and data; and (3) track opt-outs and claimant responses. RG/2 Claims' proprietary database application provides a *single source for managing the entire claims administration process and expediting decision making and resource management*. From the initial mailing through distribution of settlement funds and reconciliation of distributed payments, RG/2 Claims' CLEVerPay® system centralizes data, facilitating information sharing and efficient communication.



Cutting-Edge Technology and Skilled Resources

The CLEVerPay® System: A proprietary and revolutionary application developed exclusively by RG/2 Claims.

At RG/2 Claims, we developed a proprietary and customizable database with the goal of providing single-source management throughout the claims administration process, expediting decision making and resource management.

From the initial mailing through distribution of settlement funds and reconciliation of payments, RG/2 Claims' CLEVerPay® system centralizes the entire process while providing information sharing and communications solutions.

Our CLEVerPay® system is a robust and user-friendly resource that can be easily customized to meet your administration and distribution needs. We recognize how essential it is for data to be clean, centralized and readily accessible. RG/2 Claims' CLEVerPay® system has the capacity to assimilate and analyze large amounts of raw data from multiple inputs, to convert that raw data into useful information and to distribute the useful information in a variety of formats.

The integration of these elements results in timely and accurate distribution of secure payments generated from RG/2 Claims' single-source CLEVerPay® system.

For more information, please visit our website to download our CLEVerPay® System Datasheet at: <http://www.rg2claims.com/pdf/cleverPayDatasheet.pdf>.

Experienced Professionals Always There When You Need Us

RG/2 Claims principals have hands-on experience in both class action practice and settlement administration. Our combined access to resources and institutions allows us to deliver superior value-added service in all aspects of settlement administration.



GRANT RAWDIN, Esq., CFP®, CEO and co-founder, is an attorney, an accountant and a Certified Financial Planner™ practitioner. *Worth* magazine named him one of the “Best Financial Advisors in America.” Mr. Rawdin’s professional background includes more than 25 years of legal and accounting experience focused in tax, business, investment analysis, legal claims and class action settlement administration. Mr. Rawdin has a juris doctor degree from Temple University Beasley School of Law and a B.A. in English from Temple University, and he is admitted to practice law in Pennsylvania and New Jersey.

rawd@rg2claims.com



MICHAEL A. GILLEN, CPA, CFE, CFF, President and co-founder, has more than 25 years of experience in many facets of litigation consulting services, with particular emphasis on criminal and civil controversies, damage measurement, fraud and embezzlement detection, forensic and investigative accounting, legal claims and class action settlement administration and taxation. He assists numerous attorneys and law firms in a variety of litigation matters. Mr. Gillen graduated from La Salle University with a B.S. in Accounting.

mikegillen@rg2claims.com



MICHAEL J. LEE, CFA, COO, the chief architect of our proprietary CLEVerPay® system is a Chartered Financial Analyst with extensive experience in litigation consulting services, including damage assessment, measurement, evaluation, legal claims and class action settlement administration. Additionally, Mr. Lee has about a decade of experience in the financial services industry, with particular emphasis on securities valuation, securities research and analysis, investment management policies and procedures, compliance investigations and portfolio management in global equity markets. Mr. Lee has a B.S. in Business Administration with a dual major in Finance and Management from La Salle University and an M.B.A. in Finance from the NYU Stern School of Business.

mlee@rg2claims.com



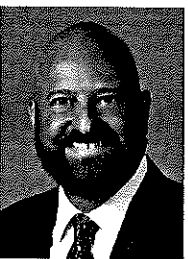
MELISSA BALDWIN, Director of Claims Administration—Employment and Consumer, has over 18 years of experience in the administration of class action matters, with focuses on project management, client communication, notice coordination, claims processing and auditing, and distribution in the class action practice areas of antitrust, consumer and labor and employment. As Notice and Correspondence Coordinator, Ms. Baldwin assisted in the administration of an antitrust matter involving nine defendant banks, which included over 47 million class members and the subsequent distribution of the \$330 million Settlement Fund to the valid class members. Ms. Baldwin has a B.S. in Business Administration from Drexel University.
mbaldwin@rg2claims.com



TINA M. CHIANGO, Director of Claims Administration—Securities and Antitrust, has over 20 years of experience in the administration of class action matters. Ms. Chiango focuses on project management; this includes establishing procedures and case workflow, client communications, notice coordination, overseeing the processing and auditing of claims, distribution to the class and preparing reports and filings for the court. Over the last 20 years, Ms. Chiango has worked on a broad spectrum of class action settlements including securities, antitrust, consumer and mass tort, among others. Ms. Chiango has a B.S. in Business Administration with a major in Accounting from Drexel University.
tchiango@rg2claims.com

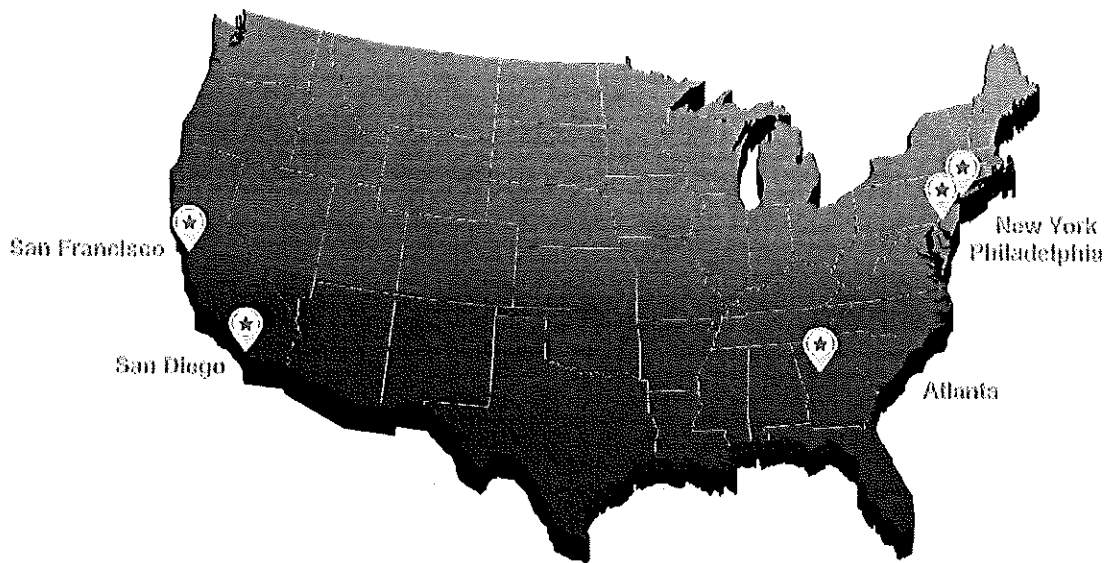


WILLIAM W. WICKERSHAM, Esq., Senior Vice President, Business Development and Client Relations, focuses his practice on assisting clients in navigation of the claims administration process from pre-settlement consultation through disbursement in all class action practice areas, including, but not limited to, antitrust, consumer, labor and employment, and securities. As a seasoned director of client relations, he advises counsel on settlement administration plans and manages many large and complex class action settlements. Mr. Wickersham has also appeared in federal court on several occasions to successfully support counsel in the settlement approval process including complex securities, environmental and wage and hour matters. As a former securities class action attorney, he brings over a decade's worth of experience in the class action bar as a litigator and as a claims administrator. As a litigator, Mr. Wickersham was involved in several high profile litigations which resulted in recoveries for investors totaling over \$2.5 billion. Mr. Wickersham has a juris doctor degree from Fordham University School of Law, a B.A. from Skidmore College and is admitted to practice law in New York.
wwwickersham@rg2claims.com



CHRISTOPHER J. TUCCI, Esq., Vice President, Business Development and Client Relations, focuses on guiding clients through the class action claims administration process from pre-settlement consultation to innovative notice campaigns, to quality and cost-effective administration, to the ultimate distribution of funds. He advises clients on the administrative solutions for consumer, employment, securities, and antitrust class action. Mr. Tucci is recognized as an expert in the financial services legal community and is a sought after national speaker on litigation management, financial services laws, data security breaches, corporate investigations, and in-house counsel best practices. As a former senior in-house litigator for nearly two decades, he has extensive experience managing litigation for global financial services corporations, including dozens of securities, wage & hour, and consumer class actions matters. Mr. Tucci brings a unique perspective to class action matters with his deep practical experience in the management of litigation including selecting and managing outside counsel, handling internal investigations, communicating with state and federal regulators, and managing litigation from inception through settlement or dismissal. Mr. Tucci has a juris doctor degree from Widener University School of Law, a B.A. from the University of Delaware, and is admitted to practice in Pennsylvania and New Jersey.
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Locations



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ATLANTA

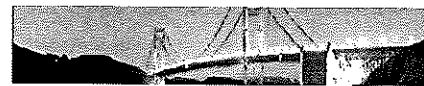
1075 Peachtree Street NE, Suite 2000 • Atlanta, GA 30309-3929
P 404.253.6904 • F 404.253.6905

SAN DIEGO

750 B Street, Suite 2900 • San Diego, CA 92101-4681

SAN FRANCISCO

Spear Tower • One Market Plaza, Suite 2200 • San Francisco, CA 94105-1127
P 415.957.3011 • F 415.957.3090



Full Life-Cycle Support for Your Class Action With You Every Step of the Way

Whether engaged as a court-appointed settlement administrator, claims agent or disbursing agent, RG/2 Claims offers a complete range of claims, settlement administration and investment management services, including but not limited to:

PROFESSIONAL CASE MANAGEMENT CONSULTING

RG/2 Claims provides custom pre-settlement consultation and highly personalized attention throughout the life cycle of settlement administration. Each retention begins with an in-depth consultation concerning the specific needs of the case. Our professionals routinely and proactively identify administrative concerns and identify and propose solutions that avoid delay and remove unpredictability from the equation. We work through a coordinated approach involving a core of specialists that are intimately familiar with the case entrusted to our care. Our retentions result in effective and efficient solutions and greater peace of mind for busy lawyers.

NOTIFICATION PLANNING AND CAMPAIGNS

Whether routine or innovative, RG/2 Claims designs cost-effective and thorough notification plans that will suit your budget whether the settlement is national in scope or highly localized. RG/2 Claims guides you through the array of notice publication options at your disposal in a variety of media formats.

WEBSITE DESIGN

RG/2 Claims can assist in the design and hosting of a website specific to the client's needs to allow for document posting, as well as pertinent information and deadlines about the case. RG/2 Claims can also provide various options for claims filing, which includes an online portal that allows claimants to submit their claims and supporting documentation through the website.

CLAIMS PROCESSING

RG/2 Claims utilizes a proprietary and customizable database that provides a single-source management tool throughout the claims administration process, expediting decision making and resource management. RG/2 Claims' proprietary and sophisticated CLEVerPay[®] system centralizes the entire process while providing information sharing and communications solutions, from the initial mailing through distribution of settlement funds and reconciliation of payments.

DISTRIBUTION AND TAX SERVICES

RG/2 Claims' in-house tax, accounting and financial services professionals provide disbursement services, including management of checking, sweep, escrow and related cash accounts, as well as non-cash assets, such as credits, gift cards, warrants and stock certificates. RG/2 Claims' in-house CPAs provide a broad array of accounting services, including securing private letter rulings from the IRS regarding the tax reporting consequences of settlement payments, the preparation of settlement fund tax returns and the preparation and issuance of IRS Forms 1099 and W-2.

Range of Services Offering Unparalleled Value

**RG/2 offers a range of quality value-added services
for your class action administration.**

SECURITIES

RG/2 Claims' highly experienced team uses its various resources to locate beneficial holders of securities, including working with the Depository Trust Company and a proprietary list of nominee firms to identify and mail notices to the class. With RG/2 Claims' CLEVerPay system, claims are processed efficiently and accurately using our proprietary damage grid that calculates class member damages in accordance with a broad array of complex plans of allocation. Claims are automatically flagged through a validation process so RG/2 Claims can communicate with class members concerning their claims and can assist them in filing claims that are complete and properly documented. Once ready for distribution, RG/2 Claims conducts an audit of the claims to insure against calculation errors and possible fraudulent claims. Once the audit is completed, RG/2 Claims calculates distribution amounts for eligible class members in accordance with the plan of allocation and issues checks and any applicable tax documents. RG/2 Claims is also often called upon to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

ANTITRUST

Because of the high-dollar settlements involved in most antitrust cases and potential large recoveries on behalf of class members, RG/2 Claims understands the importance of accuracy and attention to detail for these cases. RG/2 Claims works with counsel to arrive at the best possible plan to provide notice to the class. With RG/2 Claims' CLEVerPay system, claims filed with a large volume of data, which is common in an antitrust case, can be quickly and easily uploaded into our database for proper auditing. Our highly-trained staff consults with counsel to apply an audit plan to process claims in an efficient manner while ensuring that all claims meet class guidelines. Once ready for distribution, RG/2 Claims calculates check amounts for eligible class members in accordance with the plan of allocation and will issue checks (including wire transfers for large distributions) as well as any necessary tax documents. RG/2 Claims is also available to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

EMPLOYMENT

With an experienced team of attorneys, CPAs, damage experts and settlement administrators, RG/2 Claims handles all aspects of complex employment settlements, including collective actions, FLSA, gender discrimination, wage-and-hour and, in particular, California state court class and PAGA settlements. RG/2 Claims utilizes technological solutions to securely receive and store class data, parse data for applicable employment information, personalize consents forms or claim forms, collect consents or claims electronically, calculate settlement amounts and make payments through our proprietary CLEVerPay system. Our proprietary database also allows for up-to-the-minute statistical reporting for returned mail, consents or claims received and exclusions submitted. Our CPAs concentrate on withholding and payroll issues and IRC section 468(B) compliance and reporting. Customizable case-specific websites allow for online notification and claims filing capabilities. With Spanish/English bilingual call center representatives on-staff, class members are provided immediate attention to their needs.

CONSUMER

RG/2 Claims handles a wide range of complex consumer matters with notice dissemination to millions of class members and with settlements involving cash, coupons, credits and gift cards. Our experienced claims administrators are available to provide guidance on media, notice and distribution plans that are compliant with the Class Action Fairness Act and the state federal rules governing notice, and that are most beneficial to the class. Our proprietary CLEVerPay system provides a secure and efficient way to track class member data, claims and payments. Integrated with our database, we can provide a user-friendly claims filing portal that will allow class members to complete a static claim form or log-in using user-specific credentials to view and submit a claim personalized just for that user. A similar online portal can be provided as a highly cost-effective method for distribution where the class member can log in to obtain coupons, vouchers or credits as their settlement award.

Effective administration requires proactive planning and precise execution. Before we undertake any matter, we work with you to develop a specific plan for the administration of your case. The service plan is comprehensive, complete and tailored to your specific needs.

RG/2 CLAIMS PROVIDES THE SERVICES SUMMARIZED BELOW:

- Technical consultation during formulation of settlement agreement, including data collection criteria and tax consequences
- Design and development of notice and administration plan, including claim form design and layout
- Claim form and notice printing and mailing services
- Dedicated claimant email address with monitoring and reply service
- Calculation and allocation of class member payments
- Claim form follow-up, including issuing notices to deficient and rejected claims
- Mail forwarding
- Claimant locator services
- Live phone support for claimant inquiries and requests
- Claim form processing
- Claim form review and audit
- Check printing and issuance
- Design and hosting of website access portals
- Online claim receipt confirmation portal
- Ongoing technical consultation throughout the life cycle of the case
- Check and claim form replacement upon request

WE ALSO PROVIDE THE FOLLOWING OPTIONAL SERVICES:

- Periodic status reporting
- Customized rapid reporting on demand
- Issue reminder postcards
- Consultation on damage analyses, calculation and valuation
- Interpretation of raw data to conform to plan of allocation
- Issue claim receipt notification postcards
- Online portal to provide claims forms, status and contact information
- Dedicated toll-free claimant assistance line
- Evaluation and determination of claimant disputes
- Opt-out/Objection processing
- Notice translation
- Integrated notice campaigns, including broadcast, print and e-campaigns
- Pre-paid claim return mail envelope service
- Web-based claim filing
- 24/7 call center support
- Damage measurement and development of an equitable plan of allocation

WE ALSO PROVIDE CALCULATION AND WITHHOLDING OF ALL REQUIRED FEDERAL AND STATE TAX PAYMENTS, INCLUDING:

- Individual class member payments
- Qualified Settlement Fund (QSF) tax filings
- Employment tax filings and remittance
- Generation and issuance of W-2s and 1099s
- Integrated reporting and remittance services, as well as client-friendly data reports for self-filing

**Don't see the service you are looking for?
Ask us. We will make it happen.**



FOR MORE INFORMATION, PLEASE CONTACT:

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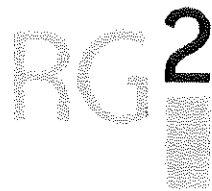


BOUTIQUE ADMINISTRATOR WITH WORLD-CLASS CAPABILITIES

PHILADELPHIA • NEW YORK • ATLANTA • SAN DIEGO • SAN FRANCISCO

EXHIBIT 2

Class Notice Campaign Proposal



Claims Administration LLC

**NAPA *Quality* Tractor Hydraulic & Transmission
Fluid and Warren THF Products**

Strategy overview

- 90-day print national campaign with heavy emphasis on the Key States of Texas, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee & Virginia.
 - **Print:**
 - national agriculture magazines
 - **Digital:**
 - Google Search Engine Marketing
 - Google Display Ads
 - Facebook
 - **Press Release – PRWeb**
- Where possible, the campaign will be weighted heavily in the eight key states listed above
- All online media will be tested and start with the allocation of funds and targeting as specified in this notice plan. As the campaign progresses, optimization will occur, based on such factors as reach, impressions, clicks to the website and, claim volume will be evaluated so modifications to variables can be made as appropriate. Modifications to variables may include creative (messaging, visuals), targeting, frequency caps, reallocation of budgeted dollars among the media. Elimination of a particular platform is possible if performance is lagging behind expectations. The length of this campaign provides an excellent opportunity for such testing and optimization.
- Call-to-action – Visit <http://www.xxxxxxxxxx.com>, the website for more information. Print publications will offer a phone number and mailing address of RG2 Claims Administration
- Digital ad banners will appear on desktop, tablet and mobile devices.

Target audience/members of the class

The class is comprised of all purchasers of NAPA *Quality* Tractor Hydraulic & Transmission Fluid and Warren THF Products within a date range of July 26, 2014, to present. The size of the class is estimated at ~147,944 purchasers. At 70%, the target reach is ~103,561. It is estimated that there is complete contact information for mailing purposes of ~123,433 purchasers, leaving a balance of ~19,872 of purchasers to reach.

PRINT PUBLICATIONS

Overview – Print placements in national magazines targeted to farmers and the agricultural community. All ads will run 1x during the 90-day campaign. Size varies by publication, but *approximately 4.625"x6.75" to 7.25"x10.375"*. Total circulation estimated at 1,265,973.

PUBLICATION*	CIRCULATION	AD SIZE
Successful Farming	393,942	Full page (7-3/8"x10")

Progressive Farmer	362,000	Two-third page (4.65"x9.75")
Farm & Ranch Living	175,000	Full page (7.25" x 10.375")
Farm Journal	335,031	Junior page (4.625"x6.75")
TOTAL	1,265,973	

*Publications reserve the right to refuse placement of ads

GOOGLE DISPLAY AND SEARCH

Overview

The display ads are primarily an awareness medium because click-through rates are historically very low in this type of campaign. The ads will appear on targeted sites by topic that consumers are visiting, but consumers do not go to the site to view any particular third-party ad. We will increase ad rotation in the eight key states.

IMPRESSIONS
2,500,000

Six banner ad sizes will be prepared and submitted to Google for insertion as inventory is available. The pixel sizes are:

- 250 x 250 – Square
- 200 x 200 – Small square
- 468 x 60 – Banner
- 970 x 90 – Large leaderboard
- 120 x 600 – Skyscraper
- 160 x 600 – Wide skyscraper

The ads will consist of a:

- > Photo (where ad size permits)
- > Short headline (at least 1, or up to 5 headlines, of 30 characters or fewer)
- > Long headline (90 characters or fewer)
- > Description (at least 1, or up to 5 descriptions)

We will notify the media to exclude the following site categories: sexually suggestive, profanity and rough language and those that are not yet labeled.

Target Demos

Age: adults 25+
Language: English

Topic selections

Agriculture & Forestry, Industrial Materials & Equipment

Tactical implementation

- We will create two ads in each of six sizes, so Google has the flexibility to publish ads on sites in their display network based on ad size availability. Then we will optimize the ads that are meeting performance expectations and pause ads that are performing poorly.

- Each ad will allow the consumer to click through to the settlement website. Because of some of the more generic topics driving consumers to the site, we expect that you will have a low Google Quality Score. Google Analytics will be a valuable tool in evaluating traffic to the site and in ascertaining what happens once they get there.

GOOGLE SEARCH ENGINE MARKETING

Overview

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

IMPRESSIONS
1,250,000

Typical keyword phrases

303 THF, tractor hydraulic fluid, NAPA Quality Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil, etc. An extensive list will be prepared and submitted for approval.

Target Demos

Adults: 25+

Language: English

Ad size

All text, no photos permitted with this format. Three headlines of 30 characters and two description lines of 90 characters.

Tactical implementation

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

FACEBOOK DIGITAL CAMPAIGN

90-day Facebook national campaign will test two ads.

IMPRESSIONS	REACH
1,250,000	500,000

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

Target Demos
Adults: 25+
Language: English

Ad size

Feed text: 125 characters
Feed headline: 25 characters
Feed link description: 30 characters
Ad must be 600x600 pixels (8.25" x 8.24" desktop) and contain less than 20% text

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

Tactical implementation

- We will test more than one version of the ad to optimize on messaging
- Budget allocations within the Facebook platforms can be adjusted based on performance

PRESS RELEASE

The Notice Plan will also include the distribution of a press release to go out at the launch of the notice campaign to raise consumer awareness to the settlement. The national release would be offered to online news outlets and other sites via PRWeb.

Campaign timing

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

General notes

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

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

Media summary

PLATFORM	IMPRESSIONS	REACH
Print – national	1,265,973	1,265,973
Digital – Google Display	2,500,000	TBD
Digital – Google Search	1,250,000	TBD
Digital – Facebook	1,250,000	500,000
Total	6,265,973	1,765,973

We are not counting reach or pass along circulation for print media so impressions and reach are the same.

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

EXHIBIT 3

IN-STORE NOTICE

- TO BE POSTED WITHIN 30 DAYS OF PRELIMINARY APPROVAL AND FOR AT LEAST 90 DAYS DURING THE CLAIM PERIOD
- TO BE POSTED IN NAPA STORES IN UNITED STATES, ITS TERRITORIES, AND IN THE DISTRICT OF COLUMBIA
- TO BE POSTED IN THE SECTION OF NAPA STORES
- TO BE POSTED ON 8.5" BY 11" PAPER AND LAMINATED; 14 POINT FONT

LEGAL NOTICE

If you purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid and/or Warren 303 Tractor Fluid, you may benefit from a proposed class-action settlement.

A settlement has been reached in a class-action lawsuit asserting claims based on purchase and use of NAPA *Quality* Tractor Hydraulic & Transmission Fluid and Warren 303 Tractor Fluid.

You may be a member of the settlement class if you purchased NAPA *Quality* Tractor Hydraulic & Transmission Fluid or Warren 303 Tractor Fluid in the United States, its territories, or the District of Columbia during the class period.

If the settlement is approved, the award for each member of the settlement class will be based on the number purchases during the class period as well as the value of any valid claim for repair, parts, or equipment damage. You must submit a claim to receive an award. You can obtain and submit a claim form through the settlement website at **www.warrentractorhydraulicfluidsettlement.com**.

For comprehensive information about the settlement, including the longer notice of settlement and the Settlement Agreement with the precise terms and conditions of the Settlement, please see **www.warrentractorhydraulicfluidsettlement.com** or call [INSERT SETTLEMENT PHONE NUMBER]. You can also obtain information on how to request to be excluded at **www.warrentractorhydraulicfluidsettlement.com**. If you are a member of the settlement class, you will be bound by the settlement unless you request to be excluded by _____, 2022.

The Court will decide whether to approve the Proposed Settlement at the Final Fairness Hearing on _____ at _____ p.m. at the United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106. The date is subject to change.