

CLAIM FORM AND INSTRUCTIONS

Burgess, et al. v. Martin Operating Partnership, LP,
Case Number 19CA-CC00084
Cass County Circuit Court, State of Missouri

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

If you have questions or would like assistance in completing this Claim Form, contact Class Counsel at 816-595-7723 or at 303claimassistant3@gmail.com

1. Please review the Long Form Class Notice (the “Notice”) and any Mailed Class Notice with Purchase Data that you received when you complete your Claim Form. The Long Form Class Notice is available on the settlement website at www.martin303settlement.com or by calling the Settlement Administrator at 866-742-4955.

2. Under the terms of the Settlement in this class action lawsuit, you may be entitled to relief based on your purchase(s) of the following products during the stated Class Period:

<i>Products</i>	<i>Package Size</i>	<i>Class Period</i>
<i>Martin 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri</i>	<i>5 gal.</i>	<i>April 5, 2014 to present</i>
<i>Orscheln Premium 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri</i>	<i>5 gal.</i>	<i>May 25, 2013 through and including September 2, 2014</i>

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 “303 THF Products”) during the relevant Class Periods, UNLESS your purchases of the 303 THF Products were accurately set forth in the Mailed Class Notice with Purchase Data. IF your purchases of the 303 THF Products were accurately set forth in the Mailed Class Notice with Purchase Data, you will receive your Part A award automatically and do not need to submit Part A of the Claim Form. Note that Purchase Data only reflects purchases of Orscheln Premium 303 Tractor Hydraulic & Transmission Fluid from Orscheln Farm and Home, LLC during the time period of May 25, 2013 through and including September 2, 2014. The Part A monetary award is for reimbursement based on your 303 THF Product purchases and is estimated to be a minimum of \$5.25 for each 5-gallon bucket.

3. 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 303 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. You must submit a Claim Form to be eligible for the cost of any repairs, parts, and specific equipment damage relief, EVEN IF your purchases were accurately set forth in the Mailed Class Notice with Purchase Data.** Be sure to attach all supporting documents as well as any further information you have supporting your claim for additional funds due to alleged equipment losses, repairs and/or parts purchases.

4. If you wish to submit a claim for Part B repairs, parts, or specific equipment damage and you received a Mailed Notice with Purchase Data, then on Part A of the Claim Form, you only need to provide your name, address, phone number, and email information, as well as note whether the purchase data you received in the Mailed Notice with Purchase Data was accurate and complete.
5. You are not entitled to reimbursement under this Settlement if you were already reimbursed for your purchases or for repairs, parts, or damage to specific equipment that you contend was caused by your use of the above listed 303 Tractor Hydraulic Fluid Products during the Class Period.
6. If you would like an acknowledgment of receipt of your Claim Form, send it by Certified Mail, Return Receipt Requested.
7. 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.martin303settlement.com on or before February 8, 2021; or (ii) complete a paper Claim Form and send it via fax to 215-827-5551, via U.S. mail, postage prepaid to Martin 303 Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to martin303settlement@rg2claims.com by February 8, 2021.
8. 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.
9. 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.

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 INFORMATION – PART B

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 following products during the stated Class Period:

<i>Products</i>	<i>Package Size</i>	<i>Class Period</i>
<i>Martin 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri</i>	<i>5 gal.</i>	<i>April 5, 2014 to present</i>
<i>Orscheln Premium 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri</i>	<i>5 gal.</i>	<i>May 25, 2013 through and including September 2, 2014</i>

1. Plaintiffs allege that use of the 303 Tractor Hydraulic Fluid products listed above (“the 303 THF Products”) can cause damage to tractors and other equipment in which it is used. Defendant denies these allegations and deny that the 303 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 Products during the Class Period.

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 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.

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 caused by the use of a 303 THF Product 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 303 THF Product's use, then a claim would be appropriate.

4. To recover losses from this Repairs/Parts/Specific Equipment Damage portion of the Settlement Fund, you must provide the information requested in #8, below. 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 question 8.e. and also then respond to questions 8.f. through 8.k. You should submit a description of the damage and the reasons you contend repairs were not reasonable, justified or feasible.

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, but is not limited to, receipts, invoices, credit card statements, bank statements, cancelled checks, equipment and/or damages parts photographs, and/or sworn statements from you or other witnesses to the claimed damage or repair.

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

8. 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 303 THF Product during the Class Period, please provide the following information:

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 303 THF Product during the Class Period:

Equipment: _____

Make/Model/Year: _____

b. Describe the repair(s), parts, or specific equipment damage that you claim resulted from your use of a 303 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. Do you claim that your equipment was damaged beyond repair?

Yes: ___

No: ___

If your answer to question 8.e. is yes, please also respond to the following questions f. through k, below. If your answer to question 8.e., is no, you may skip to question 9.

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

Equipment: _____

Make/Model/Year: _____

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.h is yes, please describe in detail the attempted repair and the costs of the attempted repair:

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

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

9. Have you received compensation for your purchase of any 303 tractor hydraulic fluid product or for any repairs, parts, specific equipment damage or total equipment loss relating to the alleged deceptive marking of or alleged damage caused by any 303 tractor hydraulic fluid product?

Yes: ____ No: ____

10. If your answer to Question 9 was yes, please list the 303 products and/or any repairs, parts, specific equipment damage or total equipment loss for which you were reimbursed:

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:

Martin 303 Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
1-866-742-4955
www.martin303settlement.com

You may also contact Class Counsel at:

Thomas V. Bender
Horn Aylward & Bandy, LLC
2600 Grand Boulevard, Ste. 1100
Kansas City, MO 64108
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(816) 421-0899 (fax)
303claimsassistant3@gmail.com

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