

## LONG FORM CLASS NOTICE

**If you purchased certain 303 Tractor Hydraulic Fluid Products listed below in Missouri during the Class Period, you may benefit from a proposed class action settlement.**

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**PLEASE CHECK THE SETTLEMENT WEBSITE AT  
WWW.MARTIN303SETTLEMENT.COM REGULARLY FOR UPDATES AND  
FURTHER DETAILS**

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

- A class action settlement was reached in *Burgess, et al. v. Martin Operating Partnership, LP*, Case Number 19CA-CV00084, filed in the Cass County Circuit Court, State of Missouri. For the precise terms and conditions of the settlement, please: (i) visit the settlement website at [www.martin303settlement.com](http://www.martin303settlement.com), where you may access the Settlement Agreement and Release; (ii) contact Class Counsel, as explained in more detail below; or (iii) access the Court docket in this case through Missouri CaseNet, or by visiting the office of the Clerk of the Court for Cass County, State of Missouri, 2501 W. Mechanic St., 1st Floor, Harrisonville, Missouri 64701, between 9:00 a.m. and 4:00 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.
- This notice summarizes the lawsuit and class action settlement (sometimes referred to in this notice as the "Proposed Settlement").
- If you have questions, would like to request a Claim Form or would like assistance in completing a Claim Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com). You can also obtain and complete a Claim Form and/or Correction Form online at [www.martin303settlement.com](http://www.martin303settlement.com).
- Plaintiffs in the above-captioned action assert claims for alleged violations of consumer protection laws, breach of warranty, fraudulent and negligent misrepresentations, negligence, and unjust enrichment on behalf of persons and entities who purchased any of the following 303 Tractor Hydraulic Fluid Products (or, "303 THF Products") in Missouri during the Class Period:
  - Martin 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri at any point in time from April 5, 2014 through the present; and,
  - Orscheln Premium 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri from Orscheln Farm and Home, LLC retail locations at any point in time from May 25, 2013 through and including September 2, 2014.
- Defendant denies all of the allegations made by Plaintiffs in the lawsuit and denies that it did anything wrong. Defendant further states that the labels for these 303 Tractor Hydraulic Fluid Products were truthful, appropriate, and adequate in all respects and that the 303 Tractor

Hydraulic Fluid Products do not cause damage to tractors or equipment. Defendant further believes that it has, at all times, complied with applicable federal and state laws.

- If you are an eligible member of the Settlement Class, the Proposed Settlement *may* automatically provide you with a cash award calculated based on your purchases of the 303 Tractor Hydraulic Fluid Products during the Class Period. That award is \$5.25 for each 5-gallon bucket purchased during the Class Period, an amount estimated to be 25% of the average price of the 303 Tractor Hydraulic Fluid Products during the Class Period. If records of your purchase history are available, Defendant has requested that such information and it will be set forth in a form called the “Mailed Class Notice with Purchase Data” that will be sent to you by mail.
- If your purchase history was sent to you in a Mailed Class Notice with Purchase Data, you may submit a Request for Correction Form if you believe your purchases of the 303 Tractor Hydraulic Fluid Products shown in that notice are incomplete or wrong. If you purchased Martin 303 Tractor Hydraulic & Transmission Fluid during the Class Period, those purchases are not reflected in this Mailed Class Notice with Purchase Data, and you will need to complete and submit a Request for Correction Form in order for those purchases to be considered. If you would like a Request For Corrections Form, or would like assistance in completing a Request For Corrections Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com). You can also obtain and complete a Request for Correction Form online at [www.martin303settlement.com](http://www.martin303settlement.com).
- If you did not receive a Mailed Class Notice with Purchase Data and if you wish to receive a cash reimbursement for your purchases of the 303 Tractor Hydraulic Fluid Products during the Class Period, then you must timely submit a complete and valid Claim Form, with Part A completed. If you would like to request a Claim Form, or would like assistance in completing a Claim Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com). You can also obtain and complete a Claim Form online at [www.martin303settlement.com](http://www.martin303settlement.com).
- Settlement Class Members are entitled to submit claims for reimbursement for the costs of any repairs, parts, and specific equipment damage that the Settlement Class Member contends resulted from, in whole or in part, the use of the specified 303 Tractor Hydraulic Fluid Products during the relevant Class Periods (i.e., “Repairs/Parts/Specific Equipment Damage”). The “Repairs/Parts/Specific Equipment Damage Claims Review Process” is the process for reviewing and paying claims made by Settlement Class Members for the additional 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 these 303 Tractor Hydraulic Fluid Products. The complete document setting forth that process is available at the settlement website or by calling 866-742-4955.
- 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. 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.

- 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 the Proposed Settlement include damaged caused by negligence of the owner/operator of the equipment; damage caused by the use of a Product prior to the start date of the Class Period; damage caused by the use of any 303 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.
- 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.
- To be eligible to recover reimbursement for Repairs/Parts/Specific Equipment Damage, you must submit a completed and valid Claim Form, with Part B completed, which includes narrative information describing the equipment malfunction, repairs and/or parts purchases as necessary to fully describe what occurred and what repair/parts or other actions were required for your equipment. You must also submit the cost of the repairs and/or parts as well as the date said repair 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.
- If the equipment was damaged beyond reasonable repair, you must indicate that in response to Question 8.e. of Part B of the Claim Form 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.
- 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.
- If you would like to request a Claim Form, or would like assistance in completing a Claim Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com), You can also obtain and complete a Claim Form online at [www.martin303settlement.com](http://www.martin303settlement.com).
- 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.
- You are a Settlement Class Member if you purchased any of the 303 Tractor Hydraulic Fluid Products in Missouri during the Class Period. See the responses to Question Nos. 5, 6, and 6a, below for further information.
- You are not a Settlement Class Member if you: (a) did not purchase any of the 303 Tractor Hydraulic Fluid Products; (b) are an employee, director, officer or agent of Defendant, or its subsidiaries or affiliated companies; or (c) are a judge of the Court in which the lawsuit is

pending (or could be appealed to), or part of their immediate family and staff. See the responses to Question Nos. 4 and 5 below for further information

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

<b><i>YOU MAY:</i></b>		<b><i>DUE DATE</i></b>
<b><u>FILE A CLAIM FORM FOR PART A RELIEF</u></b>	If you did not receive a Mailed Class Notice with Purchase Data setting forth your purchases of the 303 Tractor Hydraulic Fluid Products during the Class Period, you must timely submit a fully completed and valid Claim Form to the Settlement Administrator in order to recover a monetary award under the Proposed Settlement.	<b><u>By February 8, 2021</u></b>
<b><u>FILE A REQUEST FOR CORRECTION FORM</u></b>	If you did receive a Mailed Class Notice with Purchase Data that lists your purchases of the 303 Tractor Hydraulic Fluid during the Class Period and you believe that information is wrong or incomplete, you may submit a Request for Correction Form to the Settlement Administrator.	<b><u>By February 8, 2021</u></b>
<b><u>FILE A CLAIM FORM FOR PART B RELIEF</u></b>	You are also entitled to submit claims under Part B of the enclosed Claim Form for reimbursement for the costs repairs, parts, and specific equipment damage that you contend resulted from your use of the specified 303 Tractor Hydraulic Fluid Products during the Class Period. To receive this relief, you must timely submit a fully completed and valid Claim Form to the Settlement Administrator.	<b><u>By February 8, 2021</u></b>
<b><u>EXCLUDE YOURSELF</u></b>	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 regarding the claims asserted in the class action.	<b><u>By February 8, 2021</u></b>
<b><u>OBJECT</u></b>	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 by the date specified above in order to receive a cash payment (unless you received a Mailed Class Notice with Purchase Data setting forth your purchases of these 303 Tractor Hydraulic Fluid Products during the Class Period). You may object to the Settlement only if you <b><u>do not</u></b> exclude yourself from the Settlement.	<b><u>By February 8, 2021</u></b>

<p><b>DO NOTHING</b></p>	<p>If you received a Mailed Class Notice with Purchase Data listing your purchases of the 303 Tractor Hydraulic Fluid Products during the Class Period and you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, and you will receive a monetary reward based on those purchases.</p> <p>If you did not receive a Mailed Class Notice with Purchase Data listing your purchases of the 303 Tractor Hydraulic Fluid during the Class Period and you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, but you will <u>not</u> receive a monetary award.</p> <p><u>If you did not receive a Mailed Class Notice with Purchase Data listing your purchases of the 303 Tractor Hydraulic Fluid Products during the Class Period, you must timely submit a fully completed and valid Claim Form to receive a monetary award.</u></p> <p><u>If you have additional losses for the costs of any repairs, parts, and specific equipment damage that you contend resulted from your use of the specified 303 Tractor Hydraulic Fluid Products during the Class Period, you must submit a Claim Form with Parts A and B completed in order to be considered for such additional Part B Award.</u></p>	
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- 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.martin303settlement.com](http://www.martin303settlement.com) regularly for updates and further details.
- The Court still has to decide whether to approve the Proposed Settlement. Benefits will be provided only if the Court approves the Proposed Settlement and after any appeals are resolved.

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## BASIC INFORMATION

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

A Court ordered and approved this notice because you have the right to know about a 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 Cass County Circuit Court in the State of Missouri. The name of the action is *Burgess, et al., v. Martin Operating Partnership, LP*, Case Number 19CA-CV00084.

The Plaintiffs in this lawsuit allege that Martin Operating Partnership, LP (“Defendant”) violated the Missouri Merchandising Practices Act, breached certain warranties, made certain allegedly fraudulent and negligent misrepresentations, were allegedly negligent, and were allegedly unjustly enriched in connection with the sale of the following specific 303 Tractor Hydraulic Fluid Products sold in Missouri:

- Martin 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri at any point in time from April 5, 2014 through the present; and,
- Orscheln Premium 303 Tractor Hydraulic & Transmission Fluid purchased in Missouri from Orscheln Farm and Home, LLC retail locations at any point in time from May 25, 2013 through and including September 2, 2014.

Plaintiffs allege that the 303 Tractor Hydraulic Fluid Products did not meet the equipment manufacturer’s specification allegedly listed on the products’ labels, and that use of the 303 Tractor Hydraulic Fluid Products in equipment causes damage to various parts of the equipment, including damage to the spiral gear in the drive, excess wear, seal leakage, high pump leakage, and damage from deposits, sludging and thickening.

Defendant denies all of the allegations made by Plaintiffs in the lawsuit and deny that it did anything wrong. Defendant further states that the labels for these 303 Tractor Hydraulic Fluid Products were truthful, appropriate, and adequate in all respects and that the 303 Tractor Hydraulic Fluid Products do not cause damage to tractors or equipment. Defendant further believes that it has, at all times, complied with applicable federal and state laws.

The Court has not made any rulings on the factual allegations of Plaintiffs’ claims. Plaintiffs and Defendant have agreed to the Proposed Settlement to avoid the risk and expense of further litigation. Plaintiffs believe that their claims 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.

**3. Why is this a class action?**

In a class action, one or more people, called “class representatives,” sue on behalf of other people who have similar claims. All of these people together are a “class” or are, individually, “class members.” One court decides all of the issues in such a class action lawsuit for all class members, except for those who exclude themselves from the class. In a class action, the court has the responsibility to assure that prosecution and resolution of the class claims by the class representatives and class counsel is fair, reasonable and adequate. In this lawsuit, the Class Representatives are asking the Court to decide the issues for all persons and entities who purchased the 303 Tractor Hydraulic Fluid Products in Missouri during the Class Period.

**4. Why is there a proposed settlement?**

The Court did not rule in favor of either party. Instead, the parties agreed to a Settlement in order to avoid the expense and risks of continuing the lawsuit. The Class Representatives and their attorneys think the Proposed Settlement is best for all Settlement Class Members.

**WHO IS IN THE PROPOSED SETTLEMENT CLASS**

**5. How do I know if I’m part of the proposed Settlement Class?**

As part of the Proposed Settlement, the parties have agreed to the certification of a Settlement Class for purposes of settlement only. The Settlement Class means all persons and other entities who purchased the following 303 Tractor Hydraulic Fluid Products in Missouri during the Class Period:

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

**If you purchased one of these 303 Tractor Hydraulic Fluid Products during the Class Period, and you are not excluded from the Settlement Class pursuant to the exceptions described below, you are automatically a Settlement Class Member unless you exclude yourself by following the steps for exclusion described below.**

Settlement Class Members who do not exclude themselves will be bound by the Proposed Settlement, if approved by the Court, whether or not they submit a Claim Form, and will be prevented from bringing other claims covered by the Proposed Settlement. Those who exclude themselves from the Settlement Class will not be bound by the Proposed Settlement and will not receive any payments from the Proposed Settlement.

**To receive reimbursement for your purchases of the 303 Tractor Hydraulic Fluid Products during the Class Period, you must fully complete and submit Part A of the Claim Form.**

**UNLESS you received your purchase information for the specified 303 Tractor Hydraulic Fluid Products during the Class Period in a Mailed Class Notice with Purchase Data.** If your purchase information in the Mailed Class Notice with Purchase Data was accurate, you do not have to do anything more and you will receive a cash award based on that purchase information if the Court finally approves the Proposed Settlement.

**You must also submit a fully completed and valid Claim Form, with Part B completed, in order to receive an additional monetary award for repairs, parts and specific equipment damage that you claim resulted from, in whole or in part, your use of the specified 303 Tractor Hydraulic Fluid Products during the Class Period.**

“The Repairs/Parts/ Specific Equipment Damage Claims Review Process” is the process for reviewing and paying claims made by Settlement Class Members for the additional losses including the costs of equipment repairs and/or parts which the Settlement Class Member contends resulted from, in whole or in part, the use of these 303 Tractor Hydraulic Fluid Products during the Class Period. The full description of that Process can be reviewed in full at the settlement website. You can also request a copy be mailed to you by calling 866-742-4955.

If you would like to request a Claim Form, or would like assistance in completing a Claim Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com), You can also obtain and complete a Claim Form online at [www.martin303settlement.com](http://www.martin303settlement.com).

**6. Are there exceptions to being included in the Settlement Class?**

Yes. The Settlement Class excludes purchases of the 303 Tractor Hydraulic Fluid Products for resale. Also excluded from the Settlement Class are Defendant, including any parent, subsidiary, affiliate or controlled person of Defendant; Defendant’s officers, directors, agents, employees, and their immediate family members; RG/2 (the Settlement Administrator) and any parent, subsidiary, or controlled person of RG/2; RG/2’s 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.

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

**7. What does the Proposed Settlement provide?**

**The Proposed Settlement provides significant benefits to the Settlement Class Members.** It was negotiated between Plaintiffs and Defendant, through their attorneys, and has been preliminarily approved by the Court. The Proposed Settlement provides \$450,000.00 in benefits to the Settlement Class for payment of Purchase Price Relief (i.e., Part A of the Claim Form) and Repairs/Parts/Specific Equipment Damage Relief (i.e., Part B of the Claim Form).

The Proposed Settlement provides Purchase Price relief to each Qualified Settlement Class Member of \$5.25 for each 5-gallon bucket purchased in Missouri during the Class Period, which amount is estimated to be 25% the average price during the Class Period. The Proposed Settlement terms also provide for Repairs/Parts/Specific Equipment Damage Relief to each Qualified Settlement Class Member for reimbursement for the costs of any repairs, parts, and specific equipment damage that the Settlement Class Member contends resulted from, in whole or in part, the use of the 303 Tractor Hydraulic Fluid Products during the Class Period.

The Settlement Administrator shall determine the amount to which each Qualified Settlement Class Member is entitled under the Proposed Settlement based upon the information provided by Defendants and, if submitted, each Settlement Class Member's fully completed and valid Claim Form or Request for Correction Form. A Claims Adjudicator may also make determinations regarding claims made for Repairs/Parts/Specific Equipment Damage Relief.

## 8. **How do I submit a claim for benefits?**

### **Purchase Price Relief Awards/Benefits (Part A of the Claim Form)**

Unless you received the Mailed Class Notice with Purchase Data containing your purchase history for the 303 Tractor Hydraulic Fluid Products during the Class Period, you must submit a fully completed and valid Claim Form with Part A completed if you wish to receive a Purchase Price Relief monetary award. To submit the Claim Form, you **must do one of the following**: (i) complete an electronic Claim Form and submit it to the Settlement Administrator via the settlement website at [www.martin303settlement.com](http://www.martin303settlement.com) on or before February 8, 2021; or (ii) complete a paper Claim Form and send it to the Settlement Administrator via fax to 215-827-5551, via United States 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](mailto:martin303settlement@rg2claims.com) by February 8, 2021. This Purchase Price Relief Award is estimated to be 100% of the amount you paid for the 303 Tractor Hydraulic Fluid Products during the Class Period, based on the products' average sales price.

If Orscheln Farm and Home, LLC had records of your purchase history, your purchases of Orscheln Premium 303 Tractor Hydraulic & Transmission Fluid in Missouri during the time period of May 25, 2013 through and including September 3, 2014 will be reflected in this Mailed Class Notice with Purchase Data. If you believe that information is wrong or incomplete, you will need to complete and submit a Request for Correction Form. If you purchased Martin 303 Tractor Hydraulic & Transmission Fluid in Missouri during the Class Period, those purchases are not reflected in this Mailed Class Notice with Purchase Data, and you will need to complete and submit a Request for Correction Form in order for those purchases to be considered.

If you would like to request a Claim Form and/or a Request for Correction Form, or would like assistance in completing a Claim Form and/or a Request for Correction Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com). You can also obtain and complete a Claim Form and/or a Request for Correction Form online at [www.martin303settlement.com](http://www.martin303settlement.com).

### **Repairs/Parts/Specific Equipment Damage Awards/Benefits (Part B of the Claim Form)**

- **Even if you received the Mailed Class Notice with Purchase Data with your purchase history, you must also submit a fully completed and valid Claim Form with Part B completed in order to receive an additional monetary award for the costs of any repairs, parts, and specific equipment damage that you contend resulted from, in whole or in part, the use of the specified 303 Tractor Hydraulic Fluid Products during the Class Period.** If you wish to submit a claim for Part B repairs, parts, or specific equipment damage and you received the 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.

“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 additional costs of equipment repairs and/or parts which the Qualified Settlement Class Member contends resulted from, in whole or in part, the use of the 303 Tractor Hydraulic Fluid Products during the Class Period. The full description of that Process can be reviewed in full at the settlement website. You can also request a copy be mailed to you by calling 866-742-4955.

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. 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.

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 the Proposed Settlement include damage caused by negligence of the owner/operator of the equipment; damage caused by the use of a Product prior to the start date of the Class Period; damage caused by the use of any 303 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.

To be eligible to recover Repairs/Parts/Specific Equipment Damage Relief, you must provide the information requested on Part B of the Claim Form, which includes narrative information describing the equipment malfunction, repairs and/or parts purchases or other losses sustained to fully describe what occurred and what repair/parts or other actions were required. You must also submit the cost of the repairs and/or parts as well as the date said repair 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.

If 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. and you should submit a description of the damage and the reason you contend repairs were not reasonable, justified or feasible. You must submit any documentation supporting the claim and/or the amounts sought for repairs and/or parts purchases.

If you have documentation supporting your claim and/or the amounts sought for the repairs, parts, or specific equipment damage, you 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.

If you would like to request a Claim Form, or would like assistance in completing a Claim Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com), You can also obtain and complete a Claim Form online at [www.martin303settlement.com](http://www.martin303settlement.com).

**9. When will I get my Proposed Settlement benefits?**

Settlement benefits will be available only if the Proposed Settlement is finally approved by the Court. The Court will hold a Final Fairness Hearing on **March 23, 2021**, to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement and appeals or post-judgment motions are filed, the Proposed Settlement does not become final until all such appeals and post-judgment motions are resolved. It is always uncertain how long such motions and appeals, if any, might take – they can take many months or longer. You should check the settlement website at [www.martin303settlement.com](http://www.martin303settlement.com) for updates on the status of the Proposed Settlement and applicable deadlines. Please be patient.

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

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

If you have purchased the 303 Tractor Hydraulic Fluid Products in Missouri during the Class Period, are not excluded from the Settlement Class by one of the exceptions noted above, and if you do not timely exclude yourself from the Settlement Class as outlined below, you are automatically a Settlement Class Member.

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

By staying in the Settlement Class, you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future claims you might have against Defendant and other Released Parties that arise out of or relate to your purchase and use of the 303 Tractor Hydraulic Fluid Products in Missouri in the United States during the Class Period. The release contained in the proposed Settlement Agreement is set forth below:

Plaintiffs and the Settlement Class Members, on behalf of themselves and their respective past, present, and future partners, heirs, executors, representatives, personal representatives, legal representatives, officers, directors, employees, agents, distributors, downstream retail customers and/or resellers, attorneys, accountants, insurers, predecessors, successors, assigns, parent companies, subsidiaries, affiliates, stockholders, and shareholders (the "Releasing Parties"), hereby release and forever discharge Defendant, Orscheln Farm and Home, LLC and The Family Center of Harrisonville, Inc., (collectively, the "Released Parties") from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and reasonable attorneys' fees and expenses of any nature whatsoever that are asserted, or could have been asserted in the Action, arising out of or relating to the sale advertising, marketing, labelling, promotion, manufacture, distribution, and purchase in Missouri of Martin 303 Tractor Hydraulic & Transmission Fluid and Martin-manufactured Orscheln Premium 303 Tractor Hydraulic & Transmission Fluid during the Class Period (the "Released Claims"). As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment 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.

**11. Can I get out of the Proposed Settlement?**

Yes. You can get out of the Proposed Settlement by excluding yourself from the Settlement Class. Excluding yourself from the Settlement Class is sometimes referred to as “opting out.” If you exclude yourself from the Settlement Class, you will not and cannot receive any benefits under the Proposed Settlement and you cannot object to the Proposed Settlement. However, you keep the right to file your own lawsuit, or join another lawsuit, against the Released Parties about the claims in this lawsuit.

**12. How do I exclude myself from the Settlement Class?**

To exclude yourself from the Settlement Class, you must timely send an electronic or written request to be excluded to the Settlement Administrator by February 8, 2021 that contains all of the following information:

- Your name, current address, and telephone number;
- A statement that you want to be excluded from the case *Burgess, et al., v. Martin Operating Partnership, LP*, Case Number 19CA-CV00084, Cass County Circuit Court, State of Missouri, that you do not wish to be a Settlement Class Member, and that you want to be excluded from any judgment entered in this case;
- Your signature (or your lawyer’s signature).

To submit a request to be excluded from the Settlement Class, you **must do one of the following**: (i) complete an electronic request and submit it to the Settlement Administrator via the settlement website at [www.martin303settlement.com](http://www.martin303settlement.com) on or before February 8, 2021; or (ii) complete a written request to be excluded and send it to the Settlement Administrator via fax to 215-827-5551, via United States mail, postage prepaid to c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to [martin303settlement@rg2claims.com](mailto:martin303settlement@rg2claims.com) by February 8, 2021.

Any request for exclusion sent by United States mail must be postmarked on or before February 8, 2021.

**13. If I don’t exclude myself from the Settlement Class, can I still sue Defendant for the same things later?**

No. Unless you exclude yourself from the Settlement Class, you give up the right to sue the Released Parties, including Defendant, for any claims arising out of or relating to your purchase of the 303 Tractor Hydraulic Fluid Products in Missouri during the Class Period. If you want to keep the right to sue Defendant or any Released Parties in a new lawsuit relating to this subject matter, you must timely exclude yourself from the Settlement Class. Remember, any exclusion request must be submitted to the Settlement Administrator on or before February 8, 2021.

**14. If I exclude myself from the Settlement Class, can I get any benefits from the Proposed Settlement?**

No. If you exclude yourself from the Settlement Class, you will not and cannot receive any benefits under the Proposed Settlement.

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

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

If you are a Settlement Class Member and don't exclude yourself, you can object to the Proposed Settlement or any part of it by filing and serving a written objection as explained herein. You can ask the Court to deny approval of the Settlement 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 made and the parties to the lawsuit will return to their positions before settlement. If that is what you want to happen, you must object.

To object, you must file your written objection with the Court no later than February 8, 2021. You must also send your objection to Class Counsel and Counsel for Defendants, postmarked no later than February 8, 2021.

<b>Court</b>	<b>Class Counsel</b>	<b>Counsel for Defendants</b>
Cass County Circuit Court Clerk State of Missouri 2501 W. Mechanic St. 1 <sup>st</sup> Floor Harrisonville, MO 64701 Case No. 19CA-CC00084	Thomas V. Bender Horn Aylward & Bandy, LLC 2600 Grand Boulevard, Ste. 1100 Kansas City, MO 64108 816-421-0899 (fax)	Brian Fries Lathrop GPM, LLP 2345 Grand Ste. 2200 Kansas City, MO 64108 816-292-2001 (fax)

Your objection must include the same 303 Tractor Hydraulic Fluid Product purchase information that is required on the Claim Form or that is set forth in the Mailed Class Notice with Purchase Data, be signed by you or your attorney, and must include your full name, current address, telephone number, the reasons for your objection, whether you intend to appear at the fairness hearing on your own behalf or through counsel, and a list of all cases in which you or your counsel have objected to a class-action settlement in the last five years. If you have documents supporting your objection, you must attach them to your letter. If you intend to call witnesses at the fairness hearing, you must identify them.

If you wish to appear and speak at the Final Fairness Hearing, you must file a Notice of Appearance with the Court and mail it to Class Counsel and Defendant's Counsel no later than ten (10) business days before the hearing.

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

Objecting to the proposed Settlement is the way to tell the Court what you don't like about the Proposed Settlement as a Settlement Class Member. You can object only if you remain in (i.e., do not exclude yourself from) the Settlement Class.

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



## YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

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

Yes, you may appear and speak at the Final Fairness Hearing by filing an objection and Notice of Appearance in the manner and in the time set forth in response to Question 15, above. You may also hire your own individual lawyer to speak for you, but you will have to pay for that lawyer yourself.

### IF YOU DO NOTHING

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

If you do nothing you will remain a Settlement Class Member and all of the Court's orders pertaining to the Settlement Class will apply to you. You won't be able to sue, or join a new lawsuit against any of the Released Parties that arises out of or relates to your purchase of the specified 303 Tractor Hydraulic Fluid Products in Missouri during the Class Period.

In addition, if you received your purchase history for the 303 Tractor Hydraulic Fluid Products during the Class Period in a Mailed Class Notice with Purchase Data and you do nothing, you will receive a Purchase Price Relief monetary award based on that purchase information. However, you will not be eligible for Repairs/Parts/Specific Equipment Damage Relief if you do not submit a fully completed and valid Claim Form, with Part B completed.

Also, if you did not receive your purchase history for the specified 303 Tractor Hydraulic Fluid Products during the Class Period in a Mailed Class Notice with Purchase Data, you will not receive either Purchase Price Relief or Repairs/Parts/Specific Equipment Damage Relief as part of the Settlement unless you timely submit a fully completed and valid Claim Form, with Parts A and B complete.

### THE LAWYERS REPRESENTING YOU

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

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

#### **HORN, AYLWARD & BANDY, LLC**

Tom Bender

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

Dirk Hubbard

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

2600 Grand Boulevard Suite 1100

Kansas City, Missouri 64108

Telephone: (816) 595-7723

Facsimile: (816) 421-0899

**WHITE, GRAHAM, BUCKLEY & CARR, LLC**

Gene Graham

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

William Carr

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

Bryan White

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

19049 East Valley View Parkway

Independence, Missouri 64055

Telephone: (816) 373-9080

Facsimile: (816) 373-9319

**CLAYTON JONES LAW**

Clayton Jones

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

P.O. Box 257

405 W. 58 Hwy.

Raymore, Missouri 64083

Telephone: (816) 318-4266

Facsimile: (816) 318-44267

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

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

**20. How much will lawyers for the Settlement Class be paid and how will they be paid?**

Class Counsel will ask the Court to approve payment of reasonable attorneys' fees and expenses of no more than \$150,000.00. The payment to Class Counsel for reasonable attorneys' fees and expenses will not come out of the Class Settlement Fund, but instead is to be paid separately by Defendant in the amount awarded by the Court. Class Counsel will file their application for reasonable attorneys' fees and expenses at least ten (10) business days before the deadline for objecting to the Proposed Settlement. Class Counsel also will ask the Court to award \$5,000 to each of the five named Plaintiffs. The payment of awards to the named Plaintiffs will not come out of the Class Settlement Fund, but instead is to be paid separately by Defendant in the amount awarded by the Court.

**THE COURT'S FAIRNESS HEARING**

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

The Court will hold a Final Fairness Hearing at **1:30 p.m. on March 23, 2021**. This hearing date may be moved, cancelled, or otherwise modified, so please regularly check the following for further details: (i) the settlement website at [www.martin303settlement.com](http://www.martin303settlement.com); or (ii) the Court docket in this case through either 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, Cass County Court, State of Missouri, 2501 W. Mechanic St., 1st Floor, Harrisonville,

Missouri 64701, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

At the Final Fairness Hearing, the Court will consider all timely and properly raised objections, if any, and will consider whether the Proposed Settlement is fair, reasonable and adequate to the Settlement Class. The judge may listen to people who have timely and properly objected to the Proposed Settlement and requested 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. We do not know how long these decisions will take.

**22. Do I have to come to the Final Fairness Hearing?**

No, you don't have to come to the Final Fairness Hearing. Class Counsel will answer any questions the Court may have. But you and/or your lawyer are welcome to come at your own expense. If you timely and properly file and serve a written objection, you don't have to come to the hearing for the judge to consider it.

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

Yes, you may, but only if you timely and properly filed and served a written objection and Notice of Appearance, as set forth in response to Question No. 15, above. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

**GETTING MORE INFORMATION**

**24. Are more details about the lawsuit and the Proposed Settlement available? If so, where can I access any additional information?**

This notice only summarizes the lawsuit and Proposed Settlement. You can get more information, read common questions and answers, and access documents, including the Settlement Agreement and Release, by visiting the Settlement Website at [www.martinsettlement.com](http://www.martinsettlement.com) or by contacting Class Counsel at the contact information listed in response to Question No. 19 above.

If you have questions, would like to request a Claim Form, or would like assistance in completing a Claim Form, contact Class Counsel at 816-595-7723 or at [303claimsassistant3@gmail.com](mailto:303claimsassistant3@gmail.com). You can also obtain and complete a Claim Form online at [www.martin303settlement.com](http://www.martin303settlement.com).

The court files for this case are available for your inspection through either 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, Cass County Circuit Court, State of Missouri, 2501 W. Mechanic St., 1st Floor, Harrisonville, Missouri 64701, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO DEFENDANTS.**