

## **KENTUCKY CLASS LONG FORM NOTICE**

**If you purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil  
in Kentucky, between December 1, 2013 and December 31, 2021,  
you may be a member of a class action that has been certified by a Federal Judge.**

**A FEDERAL COURT AUTHORIZED THIS NOTICE  
THIS IS NOT A SOLICITATION FROM A LAWYER**

### **NOTICE OF A CLASS ACTION LAWSUIT**

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED  
WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE CLASS WEBSITE  
AT [www.cam2supers303tractorhydraulicfluid.com](http://www.cam2supers303tractorhydraulicfluid.com) REGULARLY FOR UPDATES AND  
FURTHER DETAILS**

### **SUMMARY OF CASE AND PURPOSE OF NOTICE**

Purchasers (“Plaintiffs”) of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil (“Smitty’s/CAM2 303”) have sued Smitty’s Supply, Inc. and CAM2 International, LLC (“Manufacturer Defendants”) alleging that (1) the Manufacturer Defendants were negligent in the manufacture and sale of CAM2 ProMax 303; and, the Manufacturer Defendants were unjustly enriched.

Plaintiffs allege that Smitty’s/CAM2 303 was made with inadequate and inappropriate ingredients including used transformer oil, used turbine oil, and line flush, did not meet equipment manufacturers’ specifications and was not appropriate for use as tractor hydraulic fluid. Plaintiffs also allege that Smitty’s/CAM2 303 was unfit for the ordinary purpose of such fluid. Plaintiffs also allege that use of Smitty’s/CAM2 303 causes damage to all tractors and equipment. Plaintiffs contend that repairs, parts, and equipment damage resulting from use of Smitty’s/CAM2 303 includes, among others, damage to seals, pumps, filters, gears, clutch and brake systems, power take-off (PTO) systems and increased or excessive wear. Plaintiffs allege that increased wear from use of Smitty’s/CAM2 303 includes, among others, 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, and leakage, as well as damage from deposits, sludging and thickening. Plaintiffs seek actual damages including (a) return of the purchase price; (b) the costs for flush remedy for equipment; (c) return of amounts by which Manufacturer Defendants were unjustly enriched; and (d) the costs for repairs and damage to tractors and equipment. They will also seek punitive damages and other amounts available by law. The first damage categories (purchase price, flushing, unjust enrichment, and punitive damages) will be submitted to a jury based on an

aggregate calculation of damage in which, if awarded by a jury, class members will share. If Plaintiffs prevail and are allowed to seek individual equipment repair costs as part of this proceeding, you will be asked if you have equipment repair cost damages that you wish to pursue. If so, you may need to participate in a proceeding for recovery of this category of damages.

The Manufacturer Defendants have denied the allegations and all claims of wrongdoing. Manufacturer Defendants assert that the Smitty's/CAM2 303 product was suitable for many uses, that the product appropriately met Smitty's internal specification, and was not deceptively labeled. A jury has not yet decided which side will prevail. There is no money available now, and no guarantee there will be.

The Honorable Stephen R. Bough, a Federal District Court Judge, has certified this case to proceed as a class action on behalf of all purchasers of Smitty's/CAM2 303 in Kentucky who meet the definition described below and as set forth in paragraphs 1 and 9 (the "Kentucky Class"). The lawsuit is part of a Multi-District Litigation ("MDL") that is pending in the United States District Court for the Western District of Missouri. The MDL is captioned: ***In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation***, MDL No. 2936, Case No. 4:20-MD-02936-SRB (U.S. Dist. Court, W.D. Mo.).

You are a Kentucky Class Member if you purchased Smitty's/CAM2 303 in Kentucky between December 1, 2013 and December 31, 2021 ("Kentucky Class Period").

However, you are not part of the Kentucky Class if you: (1) solely purchased the products for resale; (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 tried or appealed to), or part of their immediate family and staff.

If you have any questions, require additional information, and/or would like to discuss further the claims in this case or your experience with Smitty's/CAM2 ProMax 303, you should contact the following or any of the other attorneys who are Class Counsel for the Plaintiffs:

Dirk Hubbard  
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[dhubbard@hab-law.com](mailto:dhubbard@hab-law.com)  
2600 Grand Boulevard Suite 1100  
Kansas City, Missouri 64108  
816-595-7721

You can also review information and updates by visiting the Class website, [www.cam2supers303tractorhydraulicfluidclassaction.com](http://www.cam2supers303tractorhydraulicfluidclassaction.com). **Please do not contact Defendants, the Court, or the Court Clerk's Office.**

**NOTICE:** If you do not want to be part of the Kentucky Class, you must ask to exclude yourself by a letter postmarked no later than July 1, 2024.

**YOUR OPTIONS SUMMARIZED**

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

<i><b>ACTION</b></i>		<i><b>DUE DATE</b></i>
<b>Do Nothing</b>	If you purchased Smitty’s/CAM2 303 in Kentucky during the Kentucky Class Period and you do nothing, you will be included in the Kentucky Class lawsuit. By doing nothing, you keep the possibility of getting money or benefits that may come from a class trial or a settlement. There is no money available now, and no guarantee there will be. By participating in the class action, you give up any rights to individually sue the Manufacturer Defendants for claims covered by the lawsuit.	
<b>Exclude Yourself</b>	If you purchased Smitty’s/CAM2 303 in Kentucky during the Kentucky Class Period, you may request to be excluded from the Kentucky Class by timely submitting a request in writing. An Exclusion Form is available on the class website. If you ask to be excluded, you will not be entitled to any money or benefits that may be later obtained in a class trial or a settlement. But, you keep any rights to sue the Manufacturer Defendants individually for claims covered by this lawsuit. This <b>deadline may be moved, cancelled or otherwise modified by the Court</b> , so please check regularly for updates and further details at <a href="http://www.cam2supers303tractorhydraulicfluidclassaction.com">www.cam2supers303tractorhydraulicfluidclassaction.com</a> .	<u><b>7/1/2024,</b></u>

See FAQ #13, below for details, requirements, and instructions. If you choose to mail your exclusion, your exclusion request **must be signed and returned by July 1, 2024** and, if mailed, mailed to:

Kentucky Class Action  
*In Re: Smitty’s/CAM2 303 Tractor Hydraulic Fluid Marketing,  
 Sales Practices, and Product Liability Litigation*  
 c/o RG2 Claims Administration  
 P.O. Box 59479  
 Philadelphia, PA 19102-9479

An exclusion request can also be submitted by fax to 215-827-5551 or by email to [cam2supers303thf@rg2claims.com](mailto:cam2supers303thf@rg2claims.com).

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## BASIC INFORMATION

### 1. Why is there a Class Action? Why did I get this notice?

A Court ordered that Notice be given to you regarding a Class Action that has been certified regarding Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil (“Smitty’s/CAM2 303”) purchased in Kentucky. You are a member of the Kentucky Class certified by the Federal Court if you purchased Smitty’s/CAM2 303 in Kentucky between December 1, 2013 and December 31, 2021 (“Class Period”). You are not part of the Class if you: (1) never purchased Smitty’s/CAM2 303 in Kentucky during the Class Period; (2) you purchased Smitty’s/CAM2 303 solely for resale; (3) you are an employee, director, officer or agent of Manufacturer Defendants or their subsidiaries or affiliated companies; or (4) are a Judge of the Court in which the Action is pending (or could be tried or appealed to), or part of their immediate family and staff.

Some records of purchases of Smitty’s/CAM2 303 in Kentucky have been provided by retailers Tractor Supply Company, Rural King and Orscheln.

This Class Action **only** concerns Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil. Examples of these products at issue in this Class Action are included below.



This Class Action does **not** concern or cover the other “yellow bucket” or “303” products of other manufacturers.

## 2. What is the lawsuit about?

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

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

It will be tried in federal district court in Kentucky, the Western District. The Kentucky Class involves the following products made by Smitty's Supply, Inc. and CAM2 International, LLC: Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil ("Smitty's/CAM2 303").

The Kentucky Class Plaintiffs allege that (1) the Manufacturer Defendants were negligent in regard to the manufacture and sale of Smitty's/CAM2 303; and (2) the Manufacturer Defendants were unjustly enriched.

Plaintiffs allege that Smitty's/CAM2 303 was made with inadequate and inappropriate ingredients including used transformer oil, used turbine oil, and line flush, did not meet equipment manufacturers' specifications and was not appropriate for use as tractor hydraulic fluid or hydraulic fluid. Plaintiffs also allege that Smitty's/CAM2 303 was unfit for the ordinary purpose of such fluid, and that the Manufacturer Defendants misrepresented the fluid on labels.

Manufacturer Defendants deny Plaintiffs' allegations of wrongdoing and damage and contend that their products were properly labeled and suitable for their labeled purposes. Manufacturer Defendants have also asserted defenses to the claims that include, but are not limited to, lack of standing and the untimeliness of the claims under the relevant statute of limitations.

Manufacturer Defendants additionally raise the comparative or contributory fault of Plaintiffs and Class Members through misuse, improper modification, or misapplication of Smitty's/CAM2 303, as well as intervening or superseding causes of damages, such as improper use or equipment maintenance, equipment age, modification, or history, the failure to follow specifications of equipment manufacturers of the equipment, or the use of other 303 tractor hydraulic fluid products not manufactured by Defendants. Manufacturer Defendants also assert the right to a setoff or credit for Plaintiffs' and class members' alleged damages recovered in prior settlement, litigation, or from any person or entity.

Manufacturer Defendants also deny Plaintiffs' claims that Smitty's/CAM2 303 causes damage to equipment.

Plaintiffs contend that Manufacturer Defendants' defenses and denials are not valid and/or factually supported, that Smitty's/CAM2 303 caused damage to all equipment regardless of Defendants' asserted defenses, and that no purchaser in Kentucky of Smitty's/CAM2 303 was

advised the product consisted of used transformer oil, used turbine oil, line flush and/or other waste products.

With regard to Plaintiffs' claim regarding the damage caused by Smitty's/CAM2 303, see #5, below. For a more complete description of Plaintiffs' allegations and Manufacturer Defendants' defenses, refer to the "Plaintiffs' Pleadings and Claims" and "Defendants' Pleadings and Defenses" pages at [www.cam2supers303tractorhydraulicfluidclassaction.com](http://www.cam2supers303tractorhydraulicfluidclassaction.com).

A jury has not yet heard this case or determined which side will prevail.

### **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." The Class Representatives for the Kentucky Class are Kirk Egner, Tim Sullivan, Tracy Sullivan, Dwayne Wurth, and Wurth Excavating, LLC.

The Court decides certain issues and a jury will decide which side prevails in the lawsuit for all Class Members, except those who exclude themselves from the Class, which is made up of persons and entities who purchased Smitty's/CAM2 303 in Kentucky between December 1, 2013 and December 31, 2021, subject to the exceptions listed below in # 9.

### **4. Who are the Defendants?**

The Defendants in this lawsuit are the companies who manufactured Smitty's/CAM2 303: Smitty's Supply, Inc. ("Smitty's") and CAM2 International, LLC ("CAM2"). They are collectively referred to as "Manufacturer Defendants".

Four retailers were included previously as Retailer Defendants in this lawsuit and MDL – Tractor Supply Company, Orscheln, Atwoods, and Rural King. A nationwide class settlement was entered into in 2021 with those four Retailer Defendants and all claims against them resolved. Claimants in that Retailer Settlement received approximately 8% of their purchase price and repair damages.

All claims against the four Retailer Defendants have been resolved on a nationwide class basis, and there are no claims of wrongdoing of any sort against those Retailer Defendants. The Manufacturer Defendants Smitty's and CAM2 are the only remaining Defendants in the lawsuit.

### **5. What do Plaintiffs claim regarding the contents of Smitty's/CAM2 303 and whether it causes damage to equipment?**

Plaintiffs allege that Smitty's/CAM2 303 was made with inadequate and inappropriate ingredients including used transformer oil, used turbine oil, and line flush, did not meet equipment manufacturers' specifications and was not appropriate for use as tractor hydraulic fluid or hydraulic fluid. Plaintiffs also allege that Smitty's/CAM2 303 was unfit for the ordinary purpose of such fluid, and that Manufacturer Defendants misrepresented the fluid on labels. Plaintiffs also allege that use of Smitty's/CAM2 303 causes damage to all tractors and equipment. Plaintiffs contend that repairs, parts, and equipment damage resulting from use of Smitty's/CAM2 303



includes, without limitation, damage to seals, pumps, filters, gears, clutch and brake systems, power take-off (PTO) systems and increased or excessive wear. Plaintiffs allege that increased wear from use of Smitty's/CAM2 303 includes, 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, and leakage, as well as damage from deposits, sludging and thickening. Plaintiffs claim that Smitty's/CAM2 303 was damaging to all tractors and equipment in which it was used.

Plaintiffs seek actual damages including (a) return of the purchase price; (b) the costs for flush remedy for equipment; (c) return of the amounts by which Manufacturer Defendants were unjustly enriched; and (d) the costs for repairs and damage to tractors and equipment. They will also seek punitive damages. The first damage categories (purchase price, flushing, unjust enrichment, and punitive damages) will be submitted to a jury based on an aggregate calculation in which class members will share. If Plaintiffs prevail and you seek costs of repairs/damage to your tractor or equipment, you will be asked if you wish to pursue that claim and may need to participate in a proceeding for recovery of this category of damages.

For more information on Plaintiff's allegations regarding damages caused by CAM2 303, see the paragraphs 16-20, 140-141, 171-174, 181-185, 190-191, 936-938, and 949-953 of the Corrected Fifth Amended Consolidated Complaint at the Plaintiffs' Pleadings page at [www.cam2supers303tractorhydraulicfluidclassaction.com](http://www.cam2supers303tractorhydraulicfluidclassaction.com).

#### **6. What are Plaintiffs asking for on behalf of the Class?**

Plaintiffs are seeking to recover "benefit of the bargain" (purchase price) damages for the Kentucky Class. Plaintiffs are also seeking flush remedy damages for the Kentucky Class as well the amount by which they contend Manufacturer Defendants have been unjustly enriched. Plaintiffs are also seeking damages for repairs, parts, and other equipment damage for Kentucky Class Members. The repair, parts, and other equipment damage claims may be handled in a separate proceeding if allowed by the Court. Plaintiffs are also seeking punitive damages.

The first damage categories (purchase price, flushing, unjust enrichment, and punitive damages) will be submitted to a jury based on an aggregate calculation in which class members will share. If Plaintiffs prevail and you seek costs of repairs/damage to your tractor or equipment, you will be asked if you wish to pursue that claim and may need to participate in a proceeding for recovery of this category of damages.

#### **7. Has the Court or jury decided who is right?**

No. Neither the Court nor a jury have decided who is right on the claims. The Court has certified certain claims for the Kentucky Class to proceed as a class action, and the Court' Class Certification Order is available at [www.cam2supers303tractorhydraulicfluid.com](http://www.cam2supers303tractorhydraulicfluid.com). By certifying the Kentucky Class claims as a class action and approving this notice, the Court is not suggesting

that the Plaintiffs will win or lose the case. The purpose of a class action is to decide those issues on behalf of all Class Members in the class action. Ultimately, the case will be submitted to a jury who will decide which side prevails.

## WHO IS IN THE KENTUCKY CLASS

### **8. How do I know if I am part of the Class? What do I need to do to participate?**

The Kentucky Class certified by the Federal Court includes all persons and entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil (“Smitty’s/CAM2 303”) in the State of Kentucky between December 1, 2013 and December 31, 2021, subject to the exclusions explained in # 9, below.

If this describes you, **you are a member of the Kentucky Class unless you exclude yourself by following the steps for exclusion described in #13, below.** Persons who are members of the Kentucky Class and do not exclude themselves will be bound by further proceedings and rulings in this case and may not individually bring claims against Manufacturer Defendants covered by the lawsuit in this case. Those who exclude themselves from the Kentucky Class, however, will not be bound by any further proceedings or rulings in this case and will not receive any payments or benefits from any future judgment.

### **9. Are there exceptions to being included in the Class?**

You are not part of the Kentucky Class if (1) you purchased Smitty’s/CAM2 303 solely for resale; (2) you are an employee, director, officer or agent of Manufacturer Defendants or their subsidiaries or affiliated companies; or (3) are a Judge of the Court in which the Action is pending (or could be tried or appealed to), or part of their immediate family and staff.

### **10. Is there any money available now?**

No money or benefits are available now. No money will be available unless and until the Plaintiffs prevail at trial and following any appeals or the Manufacturer Defendants and Plaintiffs reach a settlement. There is no guarantee that money or benefits ever will be obtained. If money or benefits are obtained, you will be notified of your entitlement to recovery and how to obtain it. To be eligible for any recovery as part of this class action lawsuit, you must remain in the Kentucky Class. If you remain in the Kentucky Class and there is no judgment in Plaintiffs’ favor, you will have no rights to seek recovery or other relief from the Manufacturer Defendants on the claims covered by this lawsuit and such claims will be forever barred.

## YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE CLASS

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

By doing nothing you are staying in the Kentucky Class. If you remain a Class Member and Plaintiffs win or settle this case, you may be entitled to share in the recovery as determined by the Court. If that occurs, you may need to submit information in connection with any award to you. Additionally, if Plaintiffs win and you wish to claim repair/damage to your tractor or equipment, you will be asked if you wish to pursue that claim and may need to participate in a proceeding for recovery of this category of damages. If you stay in the Kentucky Class and Plaintiffs lose, you will not be able to sue the Manufacturer Defendants again for the claims in this lawsuit and will be bound by the outcome. If you stay in the Kentucky Class and the case settles, you may or may not be afforded another opportunity to exclude yourself from the Kentucky Class as determined by the Court, but you will be afforded the right to object to the terms of any settlement. The Court will determine if a settlement is fair and reasonable.

### 12. Why would I ask to be excluded?

You may ask to be excluded for a number of reasons, such as if you want to sue the Manufacturer Defendants individually for damages allegedly caused by Smitty's/CAM2 303, or, if after considering all the facts and circumstances set forth in this notice, you were nevertheless satisfied with the product or otherwise don't want to be included in any recovery. If you have already filed an individual lawsuit and want to proceed on the basis of that lawsuit, rather than through this Kentucky Class Action, you will have to ask to be excluded. If you make the choice to be excluded and to pursue a lawsuit individually you may choose to hire your own lawyer.

If you stay in the Kentucky Class, Class Counsel will assist you in pursuit of recovery and no out-of-pocket payment will be required by you. You will not have to pay for Class Counsel's assistance, and no attorneys' fees will be awarded unless Plaintiffs prevail against Manufacturer Defendants through judgment in favor of the Kentucky Class or a settlement approved by the Court. In such event, Class Counsel will seek fees and expenses, which, if awarded, will be deducted from the class recovery.

Because your claims may be subject to a time deadline, if you want to exclude yourself from the Kentucky Class to file an individual case, you should promptly call Class Counsel to discuss your options at 816-595-7721 or consult with another lawyer.

### 13. How do I ask to be excluded?

To exclude yourself, you must submit a request for exclusion. The request must contain all of the following:

- Your name, current address, telephone number, and email address (if any);
- The name of any entities (e.g. partnerships, LLCs) that you wish this exclusion to apply to and which you have authority to bind;

- A statement that you and/or any listed entities want to be excluded from the Kentucky Class/Sub-Class in *In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation*, MDL No. 2936, Case No. 4:20-MD-02936-SRB (U.S. Dist. Court, W.D. Mo.), and that you and/or any listed entities want to be excluded from any judgment or settlement entered in the case against the Manufacturer Defendants;
- A list setting forth the purchases you and/or any entities listed made of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil in Kentucky during the period 12/1/13 through 12/31/21, including the date, quantity, size, and name/location of retailer where purchased.
- The letter must be signed personally by you and also must be dated. The signature of your attorney will not be accepted by the Court. In the case of an entity, the signature can be by any natural person who can legally bind the entity; and,
- The name of your attorney, if any

Note that there is an Exclusion Request Form you can download and use at the Kentucky Page on the class website at [www.cam2supers303tractorhydraulicfluidclassaction.com](http://www.cam2supers303tractorhydraulicfluidclassaction.com).

Your exclusion request must be signed and if mailed by U.S. Mail, **postmarked no later than July 1, 2024**, to:

Kentucky Class Action  
*In Re: Smitty's/CAM2 303 Tractor Hydraulic Fluid Marketing,  
 Sales Practices, and Product Liability Litigation*  
 c/o RG2 Claims Administration  
 P.O. Box 59479  
 Philadelphia, PA 19102-9479

Your signed exclusion request can also be faxed to 215-827-5551 or emailed to [cam2supers303thf@rg2claims.com](mailto:cam2supers303thf@rg2claims.com).

#### THE LAWYERS REPRESENTING YOU

<b>14. Do I have a lawyer in this Case?</b>
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If you remain in the Class, you will be represented by Class Counsel. The Court has determined that the following attorneys are qualified to serve as Class Counsel and that they will fairly and adequately represent the interests of purchaser Plaintiffs and Class Members in this litigation:

HORN, AYLWARD & BANDY, LLC  
 Tom Bender

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Decatur, IL 62523

In addition to calling any of the above attorneys, you are welcome to call 866-742-4955 with any questions about this case or email [cam2supers303thf@rg2claims.com](mailto:cam2supers303thf@rg2claims.com). You may also consult your own lawyer at your own expense.

#### **15. Should I get my own lawyer?**

If you stay in the Kentucky Class, you do not need to hire your own lawyer. Class Counsel, who was appointed by the Court, is working on your behalf. But, if you want to hire another lawyer, you will have to hire one on your own and at your own expense.

#### **16. How will the Class lawyers be paid?**

Class Counsel is working on a contingency-fee basis. You will not have to pay them anything if there is no recovery. They will get paid only if they obtain recovery for the Kentucky Class by favorable judgment or settlement. If that occurs, Class Counsel will ask the Court for fees and

expenses. The Court will only award fees and expenses that it finds reasonable. If the Court grants Class Counsel's request, the fees and expenses would be deducted from any money obtained for the Kentucky Class.

## THE KENTUCKY TRIAL

### **17. How and when and where will the Kentucky Class case be decided?**

If the case isn't resolved by settlement, Class Counsel will have to prove the Kentucky Plaintiffs' claims at a trial. During the trial, a jury will hear the evidence to help them reach a decision about whether the Kentucky Plaintiffs or the Manufacturer Defendants are right about the claims in the lawsuit. The Kentucky Class trial is not yet scheduled. Trial will be at the United States District Court for the Western District of Kentucky.

### **18. Do I have to come to the trial?**

If you stay in the Kentucky Class Action, you will not likely have to testify at the trial and will not likely be required to attend it. Counsel may be in contact with you regarding additional information needed. Class Counsel and the Class Representative Plaintiffs will present the case for the Kentucky Class, and the Manufacturer Defendants will present the defenses. You are welcome to attend the trial at your own expense. If Plaintiffs prevail at trial, the Court and/or Class Counsel will inform you as to what further information you may need to provide to share in a monetary recovery (if any) regarding purchase price, flushing and/or unjust enrichment awards. If you wish to pursue claims for repair/damage to your tractor(s) or equipment and the Court allows, you will be asked to submit a claim and may need to participate in additional proceedings.

### **19. Will I get money after the trial?**

If you stay in the Kentucky Class and the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to receive any share recovered on your behalf and how to pursue repair/damage to your tractor(s) and equipment, if any. It is unknown how long this might take following trial and any appeals.

## GETTING MORE INFORMATION

### **20. Is more information about the lawsuit available?**

Yes. For further information, you should visit [www.cam2supers303tractorhydraulicfluidclassaction.com](http://www.cam2supers303tractorhydraulicfluidclassaction.com), which includes this Kentucky Long Form Notice, Court Orders, Plaintiffs' Pleadings and Claims, Manufacturer Defendants' Pleadings and Defenses, and Court Orders, as well as information regarding the other seven state class actions presently certified.

If you have any questions or would like additional information, you may also contact the following or any of the attorneys who are Class Counsel for Plaintiffs and the Class in this lawsuit:

Dirk Hubbard  
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**Please do not contact the Manufacturer Defendants, the Court, or the Court Clerk's Office.**