

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

SHAWN HORNBECK, et al.)	
each on behalf of himself)	
and others similarly situated;)	
Plaintiffs,)	Case No. 18-00941-CV-W-BP
v.)	
)	
ORSHELN FARM AND HOME LLC)	
d/b/a ORSCHELN FARM AND HOME,)	
et al.)	
Defendants.)	

**APPLICATION FOR INCENTIVE AWARDS FOR CLASS REPRESENTATIVES AND
FOR AWARD OF ATTORNEYS' FEES AND EXPENSES**

COME NOW PLAINTIFFS, by and through Class Counsel, and for their Application for Incentive Awards for Class Representatives and for an Award of Attorneys' Fees and Expenses ("Application"), state as follows:

1. The Parties to this Action reached a Class Action Settlement which provides substantial relief to thousands of Class Members who purchased "303" Tractor Hydraulic Fluid manufactured by CITGO during the Class Period ("303 THF Products").
2. The Settlement provides significant compensation payments to Settlement Class Members through a Class Settlement Fund of \$18,825,000.00, from which shall be paid (a) claims of Qualified Settlement Class Members, (b) all settlement administration and notice costs, and, (c) all incentive awards to Class Representatives as Ordered by the Court.
3. The Class Settlement Fund is sufficient to provide each Qualified Settlement Class Member with a monetary award of up to 100% return of the average purchase price of the units of 303 THF Products purchased by each such Settlement Class Member during the Class Period.

4. The Class Settlement Fund is also sufficient to provide Class Members with additional monetary relief 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 THF Products during the Class Period.

5. In addition to these awards to Settlement Class Members, Defendants agreed to pay out of the Class Settlement Fund, if approved by the Court, an incentive award to each named Plaintiff in the amount of \$5,000.00. As is set out in the supporting suggestions, the requested \$5,000.00 incentive award for each Class Representative is appropriate. Except as provided in the Settlement Agreement, the nineteen (19) Class Representatives will receive no compensation for their service to the Class.

6. Defendant CITGO also agreed in the Settlement to separately pay, in addition to the Class Settlement Fund, the amount of Class Counsel's Court-awarded attorneys' fees and expenses, up to a maximum of \$5,900,000.00. Such award will not reduce the \$18,825,000.00 Class Settlement Fund available to Settlement Class Members. Such an award represents a 30.5% contingency fee (after expenses) on the \$18,825,000.00 Class Settlement Fund and an approximate 23% fee on the total Settlement of \$24,725,000.00, inclusive of the attorneys' fees and expense amount. Class Counsel respectfully submits the amount agreed to and sought by this Application is fair and reasonable given the complexity of the issues and the relief obtained.

7. Class Counsel thus seeks reimbursement of Plaintiffs' reasonable litigation costs and for Class Counsel reasonable attorneys' fees in the total amount \$5,900,000.00. As noted, Defendant CITGO has agreed to pay this amount, if awarded by the Court, separate and apart from the \$18,825,000.00 Class Settlement Fund.

8. In further support of this Application, Plaintiffs submit their Suggestions in Support.

WHEREFORE, Plaintiffs pray for an order of this Court approving (a) incentive awards of \$5,000.00 to each of the 19 Class Representatives, to be paid out of the \$18,825,000.00 Class Settlement Fund; and (b) Class Counsel's attorneys' fees and expenses totaling \$5,900,000.00, to be separately paid by Defendant CITGO in addition to the \$18,825,000.00 Class Settlement Fund.

Date: August 17, 2020

Respectfully Submitted,

HORN AYLWARD & BANDY, LLC

BY: /s/ Thomas V. Bender
Thomas V. Bender MO 28099
Dirk Hubbard MO 37936
2600 Grand, Ste. 1100
Kansas City, MO 64108
(816) 421-0700
(816) 421-0899 (Fax)
tbender@hab-law.com
dhubbard@hab-law.com

**WHITE, GRAHAM, BUCKLEY,
& CARR, L.L.C**

BY: /s/ Gene P. Graham, Jr.
Gene P. Graham, Jr. MO 34950
William Carr MO 40091
Bryan T. White MO 58805
19049 East Valley View Parkway
Independence, Missouri 64055
(816) 373-9080 Fax: (816) 373-9319
ggraham@wagblaw.com
bcarr@wagblaw.com
bwhite@wagblaw.com

CLAYTON JONES, ATTORNEY AT LAW

BY: /s/ Clayton A. Jones
Clayton Jones MO 51802
405 Foxwood Dr.
Raymore, MO 64083
Office: (816) 318-4266
Fax: (816) 318-4267
clayton@claytonjoneslaw.com

LUNDBERG LAW FIRM, P.L.C.

BY: /s/ Paul D. Lundberg
Paul D. Lundberg, IA Bar #W00003339
600 Fourth St., Suite 906
Sioux City, Iowa 51101
Tel: 712-234-3030
paul@lundberglawfirm.com

BOLEN ROBINSON & ELLIS, LLP

BY: /s/ Shane M. Mendenhall
Jon D. Robinson
Joshua Rohrscheib
Shane M. Mendenhall – ARDC No. 6297182
Zachary T. Anderson - ARDC No. 6329384
202 S. Franklin St., 2nd Floor
Decatur, IL 62523
Phone: 217-429-4296
Fax: 217-329-0034
Email: jrohrscheib@brelaw.com
Email: smendenhall@brelaw.com
Email: zanderson@brelaw.com

**ATTORNEYS FOR PLAINTIFFS
AND SETTLEMENT CLASS MEMBERS**

