

REPAIRS/PARTS/SPECIFIC EQUIPMENT DAMAGE CLAIMS
REVIEW PROCESS

Hornbeck, et al., v. Orscheln Farm and Home, LLC, et al.,
Case Number 18-00941-cv-W-BP (U.S. Dist. Ct., W.D. Mo.)

1. Plaintiffs allege that use of the 303 Tractor Hydraulic Fluid Products at issue can cause damage to tractors and other equipment in which it is used. Defendants deny that the 303 Tractor Hydraulic Fluid Products cause damage to tractors and other equipment.
2. As part of this Proposed Settlement, Settlement Class Members are entitled to submit claims for the costs of any repairs, parts, and specific equipment damage the Settlement Class Member contends resulted from, in whole or in part, the use of the 303 Tractor Hydraulic Fluid Products during the Class Period.
3. The “Repairs/Parts/Specific Equipment Damage Claims Review Process” is the process for reviewing and paying claims made by Qualified Settlement Class Members for the costs of any repairs, parts, and specific equipment damage which the Settlement Class Member contends resulted from, in whole or in part, the use of the specified 303 Tractor Hydraulic Fluid Products during the Class Period.
4. Such losses may include, without limitation, repairs, parts and equipment purchases required to remedy damage to seals, pumps, filters, gears, clutch and brake systems, power take-off (PTO) and losses incurred as a result of equipment being damaged beyond reasonable repair as a result of damage and increased or excessive wear resulting from use of the specified 303 Tractor Hydraulic Fluid 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.
5. 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 another tractor hydraulic fluid 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.
6. To be eligible to recover from the Repairs/Parts/Specific Equipment Damage Claim Fund, a Settlement Class Member must submit a fully completed and valid Claim Form, including a completed Part B of the Claim Form, 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. The Settlement Class Member must also submit the cost of the repairs and/or parts as well as the date said repair were done and/or parts purchased.

7. If, on the Claim Form, the Settlement Class Member indicates their equipment was damaged beyond reasonable repair, the Class Member must indicate that in response to Question 8.e. and also then respond to Questions 8.f. through 8.k. The Class Member should submit a description of the damage and the reason they contend repairs were not reasonable, justified or feasible.
8. If the equipment has not been repaired, the Settlement Class Member may submit documentation regarding the damage to the equipment and the estimated cost of such repair.
9. The Settlement Class Member must submit any documentation supporting the claim and/or the amounts sought for Repairs/Parts/Specific Equipment Damage. Part B of the Claim Form must be submitted along with receipts for repairs and/or parts and the Settlement Class Member's statement, under penalty of perjury, that said repairs and/or parts purchases resulted from, in whole or in part, the use of 303 Tractor Hydraulic Fluid Products during the Class Period. Class Counsel will assist the Settlement Class Member in submitting claim and documentation.
10. The Repairs/Parts/Specific Equipment Damage Claim portion of the Settlement Fund will be established for payment to Qualified Settlement Class Members of 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 Class Period. If the total amount of valid claims for Repairs/Parts/Specific Equipment Damage submitted by Qualified Settlement Class Members exceeds the amount of the Repairs/Parts/Specific Equipment Damage Fund, awards will be paid *pro rata* based on the amount of each Qualified Settlement Class Member's valid claim for Repairs/Parts/Specific Equipment Damage.
11. The Settlement Administrator and Claims Adjudicator, together with Class Counsel and Defendants' counsel, shall determine whether a Claim Form meets the requirements set forth in the Settlement Agreement and Release, and the extent, if any, to which each claim for Repair/Parts/Specific Equipment Damage Relief shall be allowed. Claim Forms that do not meet the terms and conditions of the Settlement Agreement shall be rejected.
12. If there is any disagreement amongst the Settlement Administrator, Class Counsel, and Defense Counsel regarding the validity and/or appropriate amount of relief for any Settlement Class Member's claim, said dispute shall be submitted determined by an independent Claims Adjudicator, whose decision will be binding and non-appealable. The Settlement Administrator shall notify the person and/or entity through the mailing address provided in the Claim Form of rejection of any claims for Repair/Parts/Specific Equipment Damage Relief. The Settlement Administrator and/or Class Counsel may contact a Settlement Class Member to obtain additional information or supporting documentation if a Claim Form is incomplete.
13. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Claim Forms and Request for Correction Forms, including, but not limited to, crosschecking the Claim Form and the Request for Correction

Form information against the information supplied by Defendants regarding the number of purchases at each store location. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form or Request for Correction Form for, among other reasons, the following:

- a. the Settlement Class Member seeks payment for repairs/parts/specific equipment damage already reimbursed such that the Settlement Class Member would receive a double recovery for the damage claimed;
- b. the Settlement Class Member seeks payment for purchases, losses and/or repairs that are not covered by the terms of the Settlement Agreement and Release;
- c. the Settlement Class Member seeks payment for purchases of or damage caused by products other than the 303 THF Products as defined in the Settlement Agreement and Release;
- d. the Settlement Class Member's claim is not reasonably supported by the information supplied by Defendants and by the Settlement Class Member, if any;
- e. failure to fully complete or sign the form;
- f. illegible form;
- g. fraudulent form;
- h. duplicative form;
- i. the person submitting the form is not a Settlement Class Member;
- j. failure to submit the form by the Bar Date; and/or
- k. the form otherwise does not meet the requirements of the Settlement Agreement and Release.