

CLAIM FORM AND INSTRUCTIONS

Yoakum, et al. v. Genuine Parts Company, et al.,
Case Number 4:19-cv-00718-BP (W.D. Mo.)

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

1. Please review the Long Form Class Notice (the “Notice”) that is available on the settlement website at www.warrentractorhydraulicfluidsettlement.com or by calling the Settlement Administrator at 866-742-4955.

2. Under the terms of the Class Settlement, you may be entitled to relief based on your purchase(s) of the following products between July 26, 2014 to the present (“Class Period”):

- **Carquest 303 Tractor Hydraulic Fluid**
- **Coastal 303 Tractor Fluid**
- **Lubriguard Tractor Hydraulic and Transmission Oil**
- **NAPA *Quality* Tractor Hydraulic & Transmission Fluid**
- **Warren 303 Tractor Fluid**

3. 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 “Warren THF Products”) during the relevant Class Period.

4. The Part A monetary award is for general equipment damage based on your Warren THF Product purchases and is initially calculated using an amount up to \$25 for each 5-gallon bucket; \$10 for each 2-gallon jug; \$5 for each 1-gallon jug; and \$100 for each 55-gallon drum you purchased during the Class Period. Be sure to attach all supporting documents such as receipts, bucket pictures, or other proof of purchase. Each Part A claim is subject to a maximum \$200 monetary award unless receipts or other acceptable proof of purchases are provided.

5. 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 Warren 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.** Be sure to attach all supporting documents (such as receipts, invoices, and work orders or other records reflecting work/repairs performed) related to any claimed repairs/parts/equipment losses as well as any further information you have supporting your claim for additional funds due to alleged equipment losses, repairs and/or parts purchases. Each Part B claim is subject to a maximum \$5,000 monetary award unless receipts or other acceptable proof of repairs, parts, specific damage are provided.

6. In the event there are more valid claims than funds available, Part A and Part B claims will be reduced *pro rata* based on the total amount of Qualified Settlement Class Members’ valid claims.

7. You are not entitled to reimbursement under this Settlement if you were already reimbursed for your purchases of Warren THF Products or for repairs, parts, or damage to specific equipment that you contend was caused by your use of the above listed Warren THF Products during the Class Period.

8. If you would like an acknowledgment of receipt of your Claim Form, send it by Certified Mail, Return Receipt Requested.

9. 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.warrentractorfluidsettlement.com on or before February 20, 2023; or (ii) complete a paper Claim Form and send it via fax to 215-827-5551, via United States mail, postage prepaid to Warren THF Settlement, c/o RG/2 Claims Administration, LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to Warrentractorfluidsettlement@RG2claims.com by February 20, 2023.

10. 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.

11. 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.

CLAIM FORM – PART A
Class Member and Purchase Information

Claimant Name: _____

Street Address: _____

City, State, Zip Code: _____

Email Address: _____

Phone No: _____

List your purchases of any Warren THF Products purchased during the stated Class Period. Do not list any purchases that you returned to the store after purchase.

Product Purchased	Date Purchased	Store (Name and Location)	Product Size	Qty.	Payment Method

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 FORM – PART B
Repairs/Parts/Specific Equipment Damage

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 Warren THF Products during the Class Period.

1. Plaintiffs allege that use of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and/or Lubriguard Tractor Hydraulic and Transmission Oil (“collectively referred to as “Warren THF Products”) can cause damage to tractors and other equipment in which it is used. Defendants deny these allegations and deny that the Warren 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 Warren THF Products during the Class Period of July 26, 2014 to the present.
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 Warren 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 incurred 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 Warren THF Products’ use, then a claim would still be appropriate.
4. To recover losses from this Repairs/Parts/Specific Equipment Damage portion of the Settlement Fund, you must provide the information requested below for each piece of equipment for which you claim losses. 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 the questions below. You should submit a description of the damage and the reasons you contend repairs were not reasonable, justified or able to be performed.
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 receipts, invoices, credit card statements, bank statements, cancelled checks, photographs of damaged equipment and/or damaged parts, and/or sworn statements from

you or other witnesses on the specifics of the claimed damage or repair. Your Part B claim is subject to a maximum \$5,000 monetary award unless receipts or other acceptable proof of repairs, parts, specific damage are provided.

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

8. Please provide the following information 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 Warren THF Product during the Class Period:

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 Warren THF Product during the Class Period:

Type of Equipment: _____

Make/Model/Year: _____

b. Describe the repair(s), parts, or specific equipment damage that you claim resulted from your use of a Warren 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. For what purpose was the equipment being used when it required repairs, parts, or sustained damage?

f. Do you claim that your equipment was damaged beyond repair?

Yes: ___

No: ___

If your answer to question 8.f. is yes, please respond to the following questions g. through l, below.

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 the attempted repair and the costs of the attempted repair:

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

k. Describe why repairing the equipment was not reasonable, justifiable, or not able to be performed:

l. What was the value of the equipment that was damaged beyond repair?

Please submit a separate sheet with additional responses to questions 8.a. through 8.l for each piece of equipment for which you seek a Part B award

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:

Warren THF Settlement
c/o RG/2 Claims Administration, LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Telephone: 866-742-4955 or email: warrentractorfluidsettlement@rg2claims.com

You may also contact Class Counsel at:

Thomas V. Bender
Horn Aylward & Bandy, LLC
2600 Grand Boulevard, Ste. 1100
Kansas City, MO 64108
(816) 595-7721 (phone)
(816) 421-0899 (fax)
tbender@hab-law.com

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