

LONG FORM CLASS NOTICE

If you purchased 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 between July 26, 2014 and the present, a Class Action Lawsuit and Settlement Could Affect Your Rights

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT www.warrentractorhydraulicfluidsettlement.com REGULARLY FOR UPDATES AND FURTHER DETAILS

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Your legal rights may be affected whether you act or do not act. Read this notice carefully.

A class-action settlement was reached with the Defendants in a lawsuit regarding 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 (“Warren THF Products”). The lawsuit is captioned: *Yoakum, et al. v. Genuine Parts Company, et al.*, Case No. 4:19-cv-00718-BP (U.S. Dist. Court, W.D. Mo.).

In the lawsuit, Plaintiffs allege (1) that the Warren THF Products did not meet the equipment manufacturers’ specifications or provide the performance benefits listed on the product labels, (2) that the Warren THF Products were made with inappropriate ingredients including line flush, and (3) that use of the Warren THF Products in equipment causes damage to various parts of the equipment. Defendants have denied the allegations and claims of wrongdoing.

A settlement of the case has been reached with the Defendants. This notice summarizes the Class Action Settlement (sometimes referred to herein as the “Proposed Settlement”). For more detailed information please: (i) visit the settlement website at www.warrentractorhydraulicfluidsettlement.com where you can read common questions and answers and access settlement documents, including a Long Form Notice, the Settlement Agreement, and Claim Form.; (ii) contact Class Counsel, as explained in more detail below; (iii) call the settlement hotline at 866-742-4955; or (iv) access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://www.mow.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:30 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.

If you are eligible, the Proposed Settlement may provide you with a cash award based on a Plan of Allocation to be approved by the Court. If you wish to be eligible to participate in the Settlement, you will need to submit a Claim Form (Part A Claim Form) setting forth your purchases of the Warren THF Products during the Class Period. You may also submit a Part B Claim Form containing information related to any damage you believe occurred to your equipment due in whole or in part to the Warren THF Products.

You are a Class Member if you purchased 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 in the United States, its territories, and/or the District of Columbia between July 26, 2014 and the present. See questions 5 and 6 on page 7, below, for further information.

You are not part of the Class if you: (1) never purchased Warren THF Products in the Class Period; (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 appealed to), or part of their immediate family and staff. See question 5 and 6 on page 7, below.

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

<i>ACTION</i>		<i>DUE DATE</i>
Do Nothing	If you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, but you will not receive a monetary award.	
Submit Part A of Claim Form	If you purchased Warren THF Products during the Class Period, you can timely submit Part A of the Claim Form to the Settlement Administrator. To submit a Claim Form, go to www.warrentractorhydraulicfluidsettlement.com or call 866-742-4955.	<i><u>By</u></i> <i><u>February 20, 2023</u></i>
Submit Part B of Claim Form	If you purchased Warren THF Products during the Class Period and if you complete and submit Part A of the Claim Form, you may also complete and submit Part B of the Claim Form regarding the repairs, parts, and damage you claim to your equipment caused, in whole or in part, by the Warren THF Products. To submit such a Claim Form, go to www.warrentractorhydraulicfluidsettlement.com or call 866-742-4955.	<i><u>By</u></i> <i><u>February 20, 2023</u></i>
Exclude Yourself	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 the Defendants regarding the claims asserted in the class action.	<i><u>By</u></i> <i><u>February 20, 2023</u></i>
Object	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 – Part A and/or Part B by the date specified above in order to receive an award. You may object to the Settlement only if submit a valid Part A Claim Form and if you do not exclude yourself by the date listed immediately above.	<i><u>By</u></i> <i><u>February 20, 2023</u></i>

- 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.warrentractorhydraulicfluidsettlement.com regularly for updates and further details.

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BASIC INFORMATION

1. Why did I get this Notice?

A Court ordered that this Notice be made available because you have the right to know about a Proposed 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 United States District Court for the Western District of Missouri. The full name of the action is as follows:

Yoakum, et al. v. Genuine Parts Company, et al.,
Case No. 4:19-cv-00718-BP
(U.S. Dist. Court, W.D. Mo.)

This lawsuit involves five products made by Warren Oil: 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 (“**Warren THF Products**”).

The Plaintiffs in this lawsuit allege (1) that the Warren THF Products did not meet the equipment manufacturers’ specifications or provide the performance benefits listed on the product labels, (2) that the Warren THF Products were made with inappropriate ingredients including line flush, and (3) that use of the Warren THF Products in equipment causes damage to various parts of the equipment.

The Plaintiffs further claim the Defendants were negligent, engaged in negligent and intentional misrepresentations, were unjustly enriched, breached warranties, and violated state consumer laws. Plaintiffs contend that the Defendants knowingly misrepresented the nature and benefits of the Warren THF Products, concealing that the products did not meet any OEM specifications, failed to provide the performance benefits stated on the label, were made with line flush, and were not adequate for use as tractor hydraulic fluid. Plaintiffs allege that use of the Warren THF Products can cause damage to tractors and other equipment in which it is used. The Defendants vigorously deny all of Plaintiffs’ allegations of wrongdoing and damage.

The Plaintiffs contend that the repairs, parts, and specific equipment damage allegedly resulting from the use of Warren 303 THF Products 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 303 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.

The Defendants vigorously deny all these claims of wrongdoing and damage. The Court has not issued a final ruling on the strengths or weaknesses of the Plaintiffs' case or Defendants' contentions in this lawsuit. Nevertheless, the Defendants have agreed to the Proposed Settlement to avoid the risk and expense of further litigation. The Plaintiffs believe that the claims against the Defendants 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.

The Court has not issued any final ruling regarding class certification or the merits of the Plaintiffs' claims against the Defendants.

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." One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class. In a class action, the Court has a responsibility to assure that prosecution and resolution of the class claims by the Class Representatives and class counsel is fair. In the pending class action lawsuit, the Class Representatives are asking the Court to decide the issues for all persons and entities who purchased Warren THF Products between July 26, 2014 and the present.

There are 26 Class Representatives for this Class Settlement, and they include Class Representatives who purchased in 16 different states. The names of the Class Representatives are contained in Appendix A to the Settlement Agreement which is available at the Settlement Website at www.warrentractorhydraulicfluidsettlement.com.

4. Who are the Defendants; Why is there a Proposed Settlement?

The Settling Defendants are Genuine Parts Company ("GPC") and Warren Oil Company, LLC, Warren Oil Company, Inc. and Warren Unilube, LLC (collectively referred to as "Warren"), together with each of their affiliates, divisions, subsidiaries, and assigns (collectively referred to as "Defendants")

The Court did not rule in favor of any party. Instead, the Class Representatives and Defendants agreed to a Proposed Settlement. The Class Representatives and their attorneys think the Class Settlement is best for all Settlement Class Members. The Proposed Settlement does not mean that any law was broken by the Defendants or that the Defendants did anything wrong. The Defendants deny any wrongdoing or liability.

WHO IS IN THE PROPOSED SETTLEMENT CLASS

5. How do I know if I am part of the Proposed Settlement Class? What do I need to do to participate?

As part of the settlement, the parties have agreed to the certification of a Settlement Class for purposes of this settlement only. The Settlement Class includes all persons and entities who purchased Warren THF Products between July 26, 2014 and the present. If this describes you, **you are automatically a member of the Settlement Class unless you exclude yourself by following the steps for exclusion described below.** Persons who are members of the Settlement Class and do not exclude themselves will be bound by the 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 Settlement. Those who exclude themselves from the Settlement Class will not be bound by the Settlement and will not receive any payments from the settlement. **In order to receive a monetary award, you will need to submit a valid Claim Form.** The Claim Form can be completed and submitted online at the settlement website at www.warrentractorhydraulicfluidsettlement.com.

If you are a Settlement Class Member, the Proposed Settlement may provide you with a cash award. It is not known at this time what any specific monetary award will be until all claims are submitted, but one component of the Plan of Allocation is based on the number of your purchases of Warren THF Products during the Class Period, which is information you will need to provide by completing and submitting Part A of the Claim Form. In addition to this monetary relief based on the number of purchases during the Class Period, if you have experienced any repairs/parts/specific equipment damage that you believe are related to your use of the Warren THF Products, you may be entitled to an additional award. Therefore, if you have experienced any repairs/parts/specific equipment damage that you believe are related to the use of the Warren THF Products, you should submit that information on Part B of the Claim Form. That Claim Form can be completed online and is also available at www.warrentractorhydraulicfluidsettlement.com or by calling the Settlement Administrator at 866-742-4955.

6. Are there exceptions to being included?

Persons and/or entities who solely purchased for resale are also excluded from this Settlement Agreement and Settlement Class.

Also excluded from this Settlement are all persons who are employees, directors, officers and agents of Defendants or their subsidiaries and affiliated companies, as well as the judges, clerks, and staff members of the United States District Court for the Western District of Missouri, the United States Court of Appeals for the Eighth Circuit, the United States Supreme Court, and their immediate family members.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

7. What does the Proposed Settlement provide?

The Proposed Settlement will provide significant benefits to Settlement Class Members. It was negotiated between the Plaintiffs and the Defendants, through their attorneys and with a mediator, and it has been preliminarily approved by the Court. Pursuant to the Settlement, Defendants agree to pay a total of \$10,850,000.00 for Settlement Class Member relief, costs of settlement administration and notice, incentive awards to Class Representative, and attorneys' fees/expenses of Class Counsel.

You must timely submit a Claim Form in order to receive any monetary award as part of the Proposed Settlement.

The Net Class Settlement Fund is the amount of money that will be paid to Qualified Settlement Class Members after the payment of the costs of settlement administration and notice, incentive awards to Class Representatives as Ordered by the Court, and Class Counsel's fees and expenses, as Ordered by the Court. The Net Class Settlement Fund shall be distributed to Qualified Settlement Class Members as follows:

- (a) Total Claim Value: Each Qualified Settlement Class Member will be paid an amount to be determined by the Settlement Administrator based on the number of Warren THF Products they purchased and the amount of specifically-identified equipment damage caused by the Warren THF Products.
- (b) Value of Claim Based on Purchases of Warren THF Products: Each Qualified Settlement Class Member will receive an amount that is based on his/her/its purchases of Warren THF Products during the Class Period. This amount includes compensation for the property damage which Plaintiffs allege was generally sustained in each piece of equipment which used Warren THF Products. The following values will be applied to the Warren THF Products purchased: \$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. The maximum allowable amount for these claims based upon purchase of Warren THF Products is \$200 total, unless receipts or other acceptable proof of purchases are provided showing total purchases over \$200. As noted below, the final value/payment on this claim is subject to *pro rata* reduction if the Net Settlement Fund is not sufficient to pay all valid claims.
- (c) Repairs/Parts/Specific Damage Claim Value: Each Qualified Settlement Class Member who timely submits a valid Claim Form -- Part B will be eligible to receive an additional amount for Repairs/Parts/Specific Equipment Damage based on the

Settlement Administrator's assessment of the Class Member's equipment repairs, parts purchases, and/or specific damage to equipment that may have resulted, in whole or in part, from the use of the Warren THF Products during the Class Period. Such repairs, parts purchases, and/or equipment damage may relate to, without limitation, damage to seals, pumps, filters, gears, and clutch and brake systems, power take-off (PTO) systems and/or losses incurred as a result of equipment being damaged beyond reasonable repair which occurred 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. To be eligible for recovery of these amounts, you must provide all of the information required on Part B of the Claim Form along with receipts or other paperwork (if available) related to losses, repairs and/or parts. There is a maximum of \$5,000 Repairs/Parts/Specific Damage Claim Value for each Qualified Settlement Class Member unless receipts or other acceptable proof of repairs, parts, specific damage totaling over \$5,000 are provided. As noted below, the final value/payment on this claim s subject to *pro rata* reduction if the Net Settlement Fund is not sufficient to pay all valid claims.

- (d) If any amounts remain in the Net Settlement Fund after full payment of the claims as described above, each Qualified Settlement Class Member will receive a pro rata share of the portion remaining in the Settlement Class Fund, based on his/her/its Total Claim Value. If the total amount of the claims as described above exceeds the total amount in the Net Settlement Fund, all will receive a *pro rata* reduction to their Total Claim Value based on the funds available.
- (e) Note that additional information may be required in order to obtain a cash award based on the Plan of Allocation approved by the Court. The Settlement Administrator shall determine each Qualified Settlement Class Member's benefit based upon the Plan of Allocation approved by the Court, the information provided by the Defendants, and each Settlement Class Member.

8. How do I submit a Claim Form?

You must timely submit a Claim Form in order to receive any monetary award as part of the Proposed Settlement. You will not be eligible to receive payment for any your purchases

of Warren THF Products or any damage or losses to equipment unless you complete and submit a Claim Form.

To submit a Claim Form, you **must** complete an electronic or hard copy of Part A of the Claim Form and submit it at www.warrentractorhydraulicfluidsettlement.com by **February 20, 2023**, or, for hard copy, paper format, by mailing the Claim Form any supporting papers to: Class Settlement, *Warren Tractor Hydraulic Fluid Litigation*, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by February 20, 2023, or via email to Warrentractorfluidsettlement@rg2claims.com by February 20, 2023. Claims may also be filed via fax to 215-827-5551.

9. How do I submit a Claim for Repair/Parts/Specific Equipment Damage?

To submit a claim for Repair/Parts/Specific Equipment Damage, you **must** complete an electronic or hard copy of Part B of the Claim Form and submit it at www.warrentractorhydraulicfluidsettlement.com by **February 20, 2023**, or, for hard copy, paper format, by mailing the Claim Form with Part B completed, along with any supporting papers to: Settlement, *Warren Tractor Hydraulic Fluid Litigation*, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by February 20, 2023, or via email to Warrentractorfluidsettlement@rg2claims.com by February 20, 2023. Claims may also be filed via fax to 215-827-5551.

10. What is the Process for Reviewing and Determining Part B Claims for Repair/Parts/Specific Equipment Damage?

To be eligible to recover Repairs/Parts/Specific Equipment Damage Relief, you must provide the information requested on Part B of the Claim Form. For each piece of equipment which you claim was repaired or damaged because of use of Warren THF Products, you will need to provide the information requested on Part B of the Claim Form. That information includes the make/model/year of the equipment, the specifics of the damage/repairs and when they occurred, the costs of the repairs and/or amount of damage and other details that fully describe what occurred and what repair/parts or other actions were required. You should also submit any documentation showing the damage and/or repairs. Such documentation may include, but is not limited to, receipts, invoices, credit card statements, bank statements, cancelled checks, photographs of equipment damage or repairs, and/or sworn statements from you or other witnesses to the claimed damage or repair.

If the equipment has not been repaired, you should submit a description of the damage/problems and the estimated cost of such repair, along with any documentation supporting the estimate. If the equipment was damaged beyond reasonable repair, you should respond to additional Questions 8.g. through 8.k. on Part B of the Claim Form and submit a description of the damage and the reason the repairs were not reasonable or able to be performed.

There is a maximum of \$5,000 Repairs/Parts/Specific Damage Claim Value unless receipts or other acceptable proof of repairs, parts, specific damage are provided.

Information about the Repairs/Parts/Specific Equipment Damage Claim Review Process is available on the Settlement Website.

Your claim for Repairs/Parts/Specific Equipment Damage on Part B of the Claim form may be submitted electronically using the online claim form at www.warrentractorhydraulicfluidsettlement.com by February 20, 2023, or a paper copy can be completed and mailed along with any supporting documentation to: Settlement, Warren Tractor Hydraulic Fluid Litigation, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by February 20, 2023, or via email to Warrentractorfluidsettlement@rg2claims.com by February 20, 2023. Claims may also be filed via fax to 215-827-5551.

11. When will I get my Proposed Settlement benefits?

Settlement benefits will be available only if the Proposed Settlement is approved by the Court and after it becomes final. The Court will hold a hearing on March 9, 2023 at 1:30 p.m., to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement, there may be appeals, and the Proposed Settlement cannot become final until all appeals are resolved. It is always uncertain how long appeals will take – they can take many months or longer. You should check the settlement website at www.warrentractorhydraulicfluidsettlement.com for updates on the status of the Proposed Settlement and applicable deadlines. Please be patient.

12. What Percentage of my Total Claim Value will be Paid by this Class Settlement?

It is not known at this time what percentage of your Total Claim Value will be paid by this Class Settlement. That will be determined after all claims are submitted.

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

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

If you do not exclude yourself from the Settlement Class, then you are automatically in the Class if you have purchased 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 between July 26, 2014 and the present, other than certain exclusions set forth in section 5 and 6 on page 7, above.

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

By staying in the Settlement Class, you become a Settlement Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future claims you might have against the Defendants that relate to 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 purchased between July 26, 2014 and the present. The entire release contained in the Proposed Settlement Agreement is set forth below:

“The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whenever incurred, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any of the Releasing Parties that are asserted, or could have been asserted against the Released Parties or any one of them in this case, arising out of, resulting from, or relating in any way to the Released Parties’ manufacture, testing, distribution, offering, marketing, labeling and/or sales of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and Lubriguard Tractor Hydraulic and Transmission Oil in the United States, the District of Columbia, and/or its territories during the Class Period (“Released Claims”). This release shall broadly include all known and unknown claims against Defendants arising out of or relating to the manufacture, distribution, marketing, sales or purchases of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and Lubriguard Tractor Hydraulic and Transmission Oil, including but not limited to any potential claims of breach of express or implied warranty, breach of contract, negligent misrepresentation, fraud or fraudulent misrepresentation, consumer fraud, unfair practices, unlawful trade practices, civil conspiracy, negligence, unjust enrichment or any other common law, statutory or equitable claims, or any alleged personal injury or property damage relating to the use of any of the Warren THF Products. This release is intended to be as broad as the law allows, and the parties hereto intend to fully release Defendants from all potential claims arising out of or relating to the purchase of NAPA *Quality* Tractor Hydraulic & Transmission Fluid, Warren 303 Tractor Fluid, Carquest 303 Tractor Hydraulic Fluid, Coastal 303 Tractor Fluid, and Lubriguard Tractor Hydraulic and Transmission Oil. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order 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.”

“Each Releasing Party further expressly agrees that, upon the Effective Date, it will waive and release with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph 53 hereof any and all provisions, rights, and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, or (c)

any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in Paragraph 53 hereof. Each Releasing Party may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Releasing Party has released pursuant to Paragraph 53 hereof, but each such individual or entity hereby expressly agrees that, upon the Effective Date, it shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph 53 hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.”

14. Can I get out of the Proposed Settlement and the Class?

You can get out of the Proposed Settlement and the Class. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class. If you exclude yourself, you cannot get a monetary award from the Proposed Class Settlement and you cannot object to the Proposed Settlement. But you keep the right to file your own lawsuit against Defendants about the claims in this lawsuit.

15. How do I exclude myself from the Proposed Settlement?

To exclude yourself, you must send by fax, U.S. Mail, or e-mail a letter that contains all of the following:

- Your name, current address and telephone number;
- A statement that you want to be excluded from the Class Settlement in *Yoakum, et al. v. Genuine Parts Company, et al.*, Case No. 4:19-cv-00718-BP (U.S. Dist. Court, W.D. Mo.), that you do not wish to be a Settlement Class Member, and that you want to be excluded from any judgment entered in the case against the Defendants; and,
- Your signature (or your lawyer’s signature).

Your exclusion request must be signed and mailed, faxed or e-mailed, **postmarked, or the equivalent for fax or e-mail, by February 20, 2023**, to:

Warren Tractor Hydraulic Fluid
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: Warrentractorfluidsettlement@rg2claims.com
Fax: 215-827-5551

16. If I don't exclude myself, can I still sue Defendants for the same things later?

No. Unless you exclude yourself, you give up the right to sue Defendants as described in response to Question 16. If you want to keep the right to sue Defendants in a new lawsuit, you have to exclude yourself from this Settlement Class and Proposed Class Settlement. Remember, any exclusion request must be signed, mailed, faxed, or e-mailed, and postmarked (or the equivalent for fax or e-mail) by February 20, 2023.

17. If I exclude myself, can I get any benefits from this Proposed Settlement?

No. If you exclude yourself, you can't get any Proposed Class Settlement benefits.

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

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

If you are a Settlement Class Member and do not exclude yourself, you can tell the Court you do not like the Proposed Settlement or some part of it. You can ask the Court to deny approval 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 sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may object to the Proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, (b) be submitted to the Court either by mailing them to Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, or by filing them in person at any location of the United States District Court for the Western District of Missouri, and (c) be filed or postmarked on or before February 20, 2023.

In your written objection, you must list the Warren THF Products purchase information required on the Claim Form, your full name or business name as applicable, your current address, and telephone number. You must also state in the writing all objections and the reasons for each objection, whether you intend to appear at the fairness hearing either with or without separate counsel, and you must provide a list of all cases in which you or your counsel has objected to a class-action settlement in the last five (5) years, including the disposition of those objection(s), and a description of any sanction imposed by any court, master, or tribunal in connection with such objection, and a copy of any order(s) or judgment(s) relating to those sanctions. Any documents supporting the objection must also be attached to the written objection, and if you intend to call witnesses at the Final Fairness Hearing, any such witness must be identified, including by providing each such witness's name, address and telephone number. You will not be entitled to be heard at the Final Fairness Hearing unless written notice of your intention to appear at the Final Fairness Hearing and copies of any written objections and/or briefs are filed with the Court on or before February 20, 2023. If you fail to file and serve timely written objections in the manner

specified above, you shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Class Settlement.

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

Objecting is the way to tell the Court what you do not like about the Proposed Settlement. You can object only if you stay in the Class and do not exclude yourself.

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

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

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

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

21. How can I appear in this lawsuit?

If you want to participate (or have your own lawyer instead of Class Counsel participate or speak for you) in this lawsuit, you must give the Court a paper that is titled a "Notice of Appearance." The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court's Fairness Hearing on the Proposed Settlement. If you submit an objection (see question 18 above) and would like to speak about the objection at the Court's Fairness Hearing, both your Notice of Appearance and your objection should include that information too.

Your Notice of Appearance must be signed, mailed and ***postmarked by February 20, 2023*** to the Court at:

Office of the Clerk of Court
United States District Court for the Western District of Missouri
400 E. 9th Street
Kansas City, MO 64106

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing:

- You will stay a member of the Settlement Class and all of the Court's orders will apply to you (unless you previously requested to exclude yourself from the Settlement Class, in which case you will continue to be excluded if you do nothing);
- You will not be a Qualified Settlement Class Member and will not be eligible receive any monetary benefit from the Class Settlement if you do nothing. You must submit a Claim Form in order to be eligible for a monetary award. If you do not submit a Claim Form, you will also not be considered for any monetary benefits ultimately paid pursuant to the Plan of Allocation approved by the Court and described herein.
- You will not be able to sue or join a new lawsuit against Defendants about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this case?

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

HORN, AYLWARD & BANDY, LLC

Tom Bender

tbender@hab-law.com

Dirk Hubbard

dhubbard@hab-law.com

2600 Grand Boulevard Suite 1100

Kansas City, Missouri 64108

Telephone: (816) 595-7721

Facsimile: (816) 421-0899

WHITE, GRAHAM, BUCKLEY & CARR, LLC

Gene Graham

ggraham@wagblaw.com

William Carr

wcarr@wagblaw.com

Bryan White

bwhite@wagblaw.com

19049 East Valley View Parkway

Independence, Missouri 64055

Telephone: (816) 373-9080

Facsimile: (816) 373-9319

CLAYTON JONES, ATTORNEY-AT-LAW

Clayton Jones

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 may also consult your own lawyer at your own expense.

24. How much will lawyers for the Class Counsel be paid and how will they be paid?

Class Counsel will ask the Court to approve payment of case expenses of no more than \$250,000 and attorneys' fees of no more than \$3,530,330.00 (33 1/3% of the total Class Settlement Fund minus case expenses sought to be reimbursed). Class Counsel also will ask the Court to award not more than \$7,500 to each of the Class Representative Plaintiffs. These payments, in whatever amounts are Ordered by the Court, come out of the Class Settlement Fund. Class Counsel will file their Fee Application at least fourteen days before the deadline for objecting to the settlement.

THE COURT'S FAIRNESS HEARING

25. 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 9, 2023**. This hearing date may be moved, cancelled or otherwise modified, so please check the settlement website at www.warrenttractorhydraulicfluidsettlement.com regularly for further details, or access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. At this hearing, the Judge will consider all objections, if any, and will consider whether the Proposed Settlement is fair, reasonable, and adequate to the Class. The Judge will listen to people who have asked 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 and the Plan of Allocation. We do not know how long these decisions will take.

26. Do I have to come to the hearing?

You do not have to come to the hearing. Class Counsel will answer questions the Court has. But you and/or your lawyer are welcome to come at your own expense. If you send an objection, you don't have to come to the hearing for the judge to consider it.

27. Can I speak at the hearing?

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must file a Notice of Appearance that says you wish to speak. You can find how to file a Notice of Appearance, and the due date for filing, in questions 20 and 21 on page 15 of this Notice. If you submit an objection and wish to speak about it at the Final Fairness Hearing, you must include that information in your objection (see question 18 on page 14).

You cannot speak at the hearing if you exclude yourself.

GETTING MORE INFORMATION

28. Are more details about the lawsuit and the Proposed Settlement available?

This Notice only summarizes the lawsuit and Proposed Settlement. You can review copies of the settlement documents by visiting the Proposed Settlement website, www.warrentractorhydraulicfluidsettlement.com.

More details about the claims in lawsuit are in the 5th Amended Class Action Complaint filed in the Litigation. You can look at all of the documents filed in the lawsuit at the Office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106.

29. How do I get more information?

You can get more information by visiting the Proposed Settlement website, www.warrentractorhydraulicfluidsettlement.com, or by contacting Class Counsel at the email or phone numbers listed in question 23 on pages 16 and 17.

PLEASE CONTACT CLASS COUNSEL WITH ANY QUESTIONS OR INFORMATION