

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

JESSE YOAKUM, <i>et al.</i> ,)	
<i>on behalf of themselves and all others</i>)	
<i>similarly situated,</i>)	
)	
Plaintiffs,)	
)	Case No. 4:19-cv-00718-BP
v.)	
)	
GENUINE PARTS COMPANY, <i>et al.</i> ,)	
)	
Defendants.)	

**PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL
OF PROPOSED AMENDED CLASS ACTION SETTLEMENT**

COME NOW Plaintiffs, with the non-opposition of Defendants Genuine Parts Company (“GPC”) and Warren Oil Company, LLC, Warren Oil Company, Inc. and Warren Unilube, Inc. (collectively referred to as “Warren”), and move the Court for an Order preliminarily approving the Amended Class Settlement Agreement and Release filed herewith. In support of their Motion, Plaintiffs respectfully state as follows:

1. On or about July 19, 2022, the Parties entered into an Amended Class Settlement Agreement and Release in this matter (the “Class Settlement Agreement”). The Class Settlement Agreement makes substantial monetary relief available to proposed Settlement Class Members comprised of persons who 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 (collectively referred to as “Warren THF”) during the Class Period.

2. The Settlement Agreement, with the following exhibits thereto, is attached as

Exhibit 1 to this Motion:

- Exhibit A – Preliminary Approval Order
- Exhibit B – Final Approval Order
- Exhibit C – Long Form Settlement Notice
- Exhibit D – Settlement Summary Class Notice
- Exhibit E – Settlement Mailed Class Notice
- Exhibit F – Claim Form
- Exhibit G – Repairs/Parts/Specific Equipment Damage Claims Review Process
- Exhibit H – Settlement Administration and Notice Plan

3. This Settlement provides meaningful relief and benefits to the class members. The Settlement provides for a Class Settlement Fund of \$10,850,000.00, from which shall be paid (a) all settlement administration and notice costs, (b) claims of Qualified Settlement Class Members, (c) partial incentive awards to Class Representatives as Ordered by the Court, and (d) attorneys' fees and expenses of Class Counsel as Ordered by the Court. No amount of the Class Settlement Fund shall revert to Defendants.

4. Pursuant to this Class Settlement Agreement, Plaintiffs now respectfully request the Court enter an Order, in substantially the form of the proposed Preliminary Approval Order attached hereto as Exhibit 1-A, in summary, as follows:

- (i) Preliminarily approving the terms and conditions set forth in the Settlement Agreement, including all exhibits thereto, as fair, reasonable, and adequate.
- (ii) Conditionally certifying, for settlement purposes only, the following settlement class:

All persons and other entities who 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, at any point in time from July 26, 2014 to present, excluding any persons and/or entities who purchased for resale.

The Settlement Class also excludes Defendants, including any parent, subsidiary, affiliate or controlled person of Defendants; Defendants' officers, directors, agents, employees and their immediate family members, as well as the judicial officers assigned to this litigation and members of their staffs and immediate families.

- (iii) Conditionally finding, for settlement purposes only and conditioned upon entry of the Final Approval Order, and the occurrence of the Effective Date (as defined in the attached Class Settlement Agreement), that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of members of the Settlement Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Plaintiffs have retained experienced counsel to represent them; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.
- (iv) Appointing Bryan White, Gene Graham, and Bill Carr from the law firm White, Graham, Buckley & Carr, L.L.C. in Independence, Missouri; Tom Bender and Dirk Hubbard from the law firm Horn Aylward & Bandy, LLC in Kansas City, Missouri; and, Clayton Jones of the Clayton Jones Law Firm in Raymore, Missouri, as counsel for the Settlement Class ("Class Counsel").
- (v) Designating named Plaintiffs in Appendix A to the Class Settlement Agreement as Representatives of the Settlement Class.
- (vi) Appointing RG/2 Claims Administration LLC to serve as the Settlement Administrator.
- (vii) Setting a Final Fairness Hearing (as defined in the attached Class Settlement Agreement) to be held before this Court to determine whether the terms and conditions forth in the Class Settlement Agreement are fair, reasonable, and adequate and should receive final approval.
- (viii) Staying, pending the Final Fairness Hearing, the proceedings in this action as to the Defendants, other than proceedings necessary to carry

out or enforce the terms and conditions of the Class Settlement Agreement.

- (ix) Approving the Settlement Mailed Class Notice (attached hereto as Exhibit 1-E), Long Form Class Notice (attached as Exhibit 1-C), Summary Class Notice (attached hereto as Exhibit 1-D), Claim Form (attached hereto as Exhibit 1-F), the Repairs/Parts/Specific Equipment Damage Claim Review Process (attached hereto as Exhibit 1-G), and the Settlement Administration and Notice Plan (attached hereto as Exhibit 1-H), and the notice and settlement administration process set forth in Class Settlement Agreement and exhibits thereto attached to this Motion, finding that it is the best practicable notice under the circumstances, it provides individual notice to all Settlement Class Members who can be identified through a reasonable effort, and it is reasonably calculated, under all the circumstances, to apprise the members of the Settlement Class of the pendency of this action, the terms of the settlement, and their right to object to the settlement or exclude themselves from the Settlement Class.
- (x) Approving the timetable and process for exclusion from the Settlement Class or objection to the Class Settlement by any Settlement Class Member.
- (xi) Approving the timetable and process for Class Counsel to file their Application for incentive awards for the Settlement Class Representatives and for reasonable attorneys' fees and expenses.

5. In further support of the adequacy and appropriateness of the Notice Plan, the Declaration of a representative of proposed Settlement Administrator RG/2 Claims Administration LLC is attached hereto as Exhibit 2.

6. In further support of this Motion, Plaintiffs file concurrently herewith their Suggestions in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement.

7. Defendants' counsel has indicated that Defendants do not oppose Plaintiffs' Motion for Preliminary Approval and that such Motion is in accord with the terms of the Amended Class Settlement Agreement.

WHEREFORE, Plaintiffs respectfully request the Court enter the proposed Preliminary Approval Order attached hereto as Exhibit 1-A and for such other and further relief as is just and proper.

Date: July 20, 2022

Respectfully submitted,

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& CARR, L.L.C

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**ATTORNEYS FOR PLAINTIFFS
AND CLASS MEMBERS**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document was filed electronically with the United States District Court for the Western District of Missouri, with notice of case activity to be generated and sent electronically by the Clerk of the Court to all designated persons this 20th day of July, 2022.

/s/ Bryan T. White