

LONG FORM CLASS NOTICE

If you purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri between May 25, 2013 and the present, you may benefit from a Proposed Class Action Settlement.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

PLEASE CHECK THE SETTLEMENT WEBSITE AT www.supertrac303settlement.com REGULARLY FOR UPDATES AND FURTHER DETAILS

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

- A class-action settlement was reached in *Hornbeck, et al. v. Tractor Supply Company, et al.*, Case Number 4:18-cv-523-NKL (W.D. Mo.), a class action lawsuit. This notice summarizes the class-action settlement, sometimes referred to in this notice as the “proposed settlement.” For the precise terms and conditions of the settlement, please see the Settlement Agreement, available at www.supertrac303settlement.com, by contacting class counsel as explained below, by accessing 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 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 4:00 p.m., Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk’s Office to inquire about this settlement or the claim process.
- Plaintiffs brought the case styled *Hornbeck, et al. v. Tractor Supply Company, et al.*, Case Number 4:18-cv-523-NKL (W.D. Mo.) on behalf of all persons who purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri between May 25, 2013 and the present, excluding those who purchased for resale.
- On behalf of persons and/or entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri from May 25, 2013 to the present, Plaintiffs in the above-captioned action assert claims for alleged violations of the Missouri Merchandising Practices Act, breach of certain warranties, fraudulent and negligent misrepresentations, negligence, and unjust enrichment.
- Your legal rights may be affected whether you act or do not act. Read this notice carefully.
- If you are eligible, the Proposed Settlement may provide you with a cash award estimated to be \$12 for each 5-gallon bucket of Super S Super Trac 303 Tractor Hydraulic Fluid you purchased in Missouri during the class period, \$6 for each 2-gallon jug, \$4 for each 1-gallon jug, and \$90 for each 55-gallon drum. If you wish to receive a cash payment, you will need to submit a Claim Form your Super S Super Trac 303 Tractor Hydraulic Fluid purchases during the Class Period.
- If you are eligible, the Proposed Settlement may also provide you with an additional cash award for any equipment losses, repairs, parts, and/or specific equipment damage that you can show resulted from, in whole or in part, your use of Super S Super Trac 303 Tractor Hydraulic Fluid.
- You are a Settlement Class Member if you purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri between May 25, 2013 and the present. See questions 5-6 on pages 4-5, below, for further information.
- You are not part of the Settlement Class if you: (1) did not purchase Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri between May 25, 2013 and the present; (2) are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; (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; or (4) purchased the Super S Super Trac 303 Tractor Hydraulic Fluid for resale purposes. See question 6 on page 5, below.

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

<i>YOU MAY:</i>		<i>DUE DATE</i>
<p align="center">FILE A CLAIM FORM WITH PART A COMPLETED</p>	<p>If you purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri during the class period, you must timely submit a valid Claim Form to the Settlement Administrator with Part A completed in order to recover a monetary award for your purchases of Super S Super Trac 303 Tractor Hydraulic Fluid.</p> <p>Also, if you want to file a claim for additional relief for losses, repairs, parts purchases and/or specific damage to equipment, you must file a Claim Form as the only way that you can be considered for that additional relief.</p>	<p align="center"><i><u>By February 17, 2020</u></i></p>
<p align="center">FILE A CLAIM FORM WITH PART A AND PART B COMPLETED</p>	<p>If you wish to apply for an additional award for equipment losses, repairs and/or parts purchases caused or contributed to have been caused by your use of Super S Super Trac 303 Tractor Hydraulic Fluid purchased in Missouri during the class period, you must timely submit a Claim Form with both Part A and Part B completed, along with any other supporting documentation regarding the equipment, any losses sustained, repair/parts purchased, and its relatedness to use of the Super S Super Trac 303 Tractor Hydraulic Fluid purchased in Missouri during the class period.</p>	<p align="center"><i><u>By February 17, 2020</u></i></p>
<p align="center">EXCLUDE YOURSELF</p>	<p>Ask to get out of the Proposed Settlement. If you do this, you cannot get any benefits from the Proposed Settlement, but you keep your right to sue regarding the claims in the lawsuit.</p>	<p align="center"><i><u>By February 17, 2020</u></i></p>
<p align="center">OBJECT</p>	<p>Write to the Court about why you don't like the Proposed Settlement. Even if you object, you must still submit a valid Claim Form by February 17, 2020 in order to receive a cash payment (unless the number and types of your purchases is accurately set forth on the enclosed insert) and in order to be eligible for additional relief for losses, repairs, parts purchases and /or specific damage to equipment. You may only object if you <u>do not</u> exclude yourself from the Proposed Settlement.</p>	<p align="center"><i><u>By February 17, 2020</u></i></p>
<p align="center">DO NOTHING</p>	<p>If you do nothing, you will be bound by the Proposed Settlement (if approved) and have released your claims, but you will not get any monetary award.</p> <p>You must timely submit a valid Claim Form to receive a monetary award.</p>	

- 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.supertrac303settlement.com regularly for updates and further details.
- The Court still has to decide whether to approve the Proposed Settlement. Benefits will be provided only if the Court approves the Proposed Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this Notice?

A Court ordered that this Notice be given 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 *Hornbeck, et al. v. Tractor Supply Company, et al.*, Case Number 4:18-cv-523-NKC (W.D. Mo.).

The Plaintiffs in this lawsuit allege that Tractor Supply Company and Smitty's Supply, Inc. ("Defendants") engaged in conduct that violated the Missouri Merchandising Practices Act, and that constituted breaches of certain warranties, made certain allegedly fraudulent and negligent misrepresentations, were allegedly negligent, and were allegedly unjustly enriched in connection with the sale of Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri from May 25, 2013 to the present. Plaintiffs allege that the Super S Super Trac 303 Tractor Hydraulic Fluid did not meet the equipment manufacturer's specifications listed on the product label and exposed equipment to increased wear and harm.

Defendants vigorously deny all these claims of wrongdoing and property damage, and further state that the labels on the Super S Super Trac 303 Tractor Hydraulic Fluid were truthful, appropriate and adequate in all respects.

The Court has not issued a final ruling on the strengths or weaknesses of the Plaintiffs' case or Defendants' contentions in this lawsuit. Nevertheless, Defendants have agreed to the proposed settlement to avoid the risk and expense of further litigation. Plaintiffs believe that their claims 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.

3. Why is this a class action?

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 this lawsuit, the Class Representatives are asking the Court to decide the issues for all persons and entities who purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri between May 25, 2013 and the present.

4. Why is there a Proposed Settlement?

The Court did not rule in favor of either party. Instead, the parties agreed to a Proposed Settlement in order to assure a fair recovery to Class Members and to void the expense and risks of continuing the lawsuits. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE PROPOSED SETTLEMENT CLASS

5. How do I know if I'm part of the Proposed Settlement Class?

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 Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri between May 25, 2013 and the present.

If this describes you, and you are not excluded from the Settlement Class pursuant to the exceptions described below, 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.

6. Are there exceptions to being included?

Yes. The Settlement Class excludes all those who purchased Super S Super Trac 303 Tractor Hydraulic Fluid for resale. Also excluded from the Settlement Class 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 Eighth Circuit Court of Appeal, the United States Supreme Court, and their immediate family members, are excluded from the class.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

7. What does the Proposed Settlement provide?

The Proposed Settlement provides significant benefits to Settlement Class Members. It was negotiated between the Plaintiffs and Defendants, through their attorneys, and has been preliminarily approved by the Court. Pursuant to the Settlement, Defendants agree to pay a total of \$1,700,000.00 for Class Member relief, costs of settlement administration and notice, incentive awards to Class Representatives, and attorneys' fees/expenses of Class Counsel.

The proposed terms provide for automatic monetary relief that is estimated to be \$12 for each 5-gallon bucket of Super S Super Trac 303 Tractor Hydraulic Fluid you purchased in Missouri during the class period, \$6 for each 2-gallon jug, \$4 for each 1-gallon jug, and \$90 for each 55-gallon drum. If the total amount of valid claims for automatic relief exceed the amounts in this fund, awards will be decreased on a pro rata basis. Awards of automatic relief could ultimately be higher or lower than the estimate.

You must timely submit a Claim Form – Part A, as explained in more detail below, in order to receive this monetary award as part of the Proposed Settlement.

In addition to this monetary relief for each purchase of Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri during the Class Period, you may also submit a claim for reimbursement for equipment losses, repair costs and/or parts purchases that resulted from, in whole or in part, your use in the equipment of Super S Super Trac 303 Tractor Hydraulic Fluid purchased in Missouri during the Class Period. Examples of some of the types of repairs and/or parts that might be compensable include, without limitation, repairs, parts and equipment required to remedy damage to seals, pumps, filters, gears, and clutch and brake systems as a result of damage and increased or excessive wear resulting from use of Super S Super Trac 303 Tractor Hydraulic Fluid purchased in Missouri during the Class Period. 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 Repair/Parts Fund Claim Review Process can be obtained online at the settlement website at www.supertrac303settlement.com.

You must timely submit a Claim Form – Part A and Part B, as explained in more detail below, in order to be eligible to receive an additional monetary award for repairs/parts/specific damage as part of the Proposed Settlement.

The Settlement Administrator, in conjunction with Class Counsel and Defendants' Counsel, shall determine the amount to which each eligible member of the Settlement Class is entitled under the Proposed Settlement based upon the information provided by Defendants and each Settlement Class Member's Claim Form and accompanying documents.

8. How do I submit a claim for benefits?

You must complete a Claim Form if you wish to receive a monetary award. To submit the Claim Form, you **must** complete an electronic or hard copy claim form and submit them at www.supertrac303settlement.com by **February 17, 2020**, or, for hard copy, paper format, by mailing the claim form and any supporting papers to: *Hornbeck, et al. v. Tractor Supply Company, et al.*, c/o Settlement Administrator, P.O. Box 59479, Philadelphia, PA 19102-9479 by **February 17, 2020**. Claim Forms may also be submitted by fax at 215-827-5551 or by email at supertrac303settlement@rg2claims.com.

9. 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 Final Fairness Hearing on **March 10, 2020**, to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement, there may be appeals, and the Proposed Settlement can't 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.supertrac303settlement.com for updates on the status of the Proposed Settlement and applicable deadlines. Please be patient.

YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

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

If you do not exclude yourself from the Class, then you are automatically in the Class if you have purchased Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri between May 25, 2013 and the present.

If you stay in the Class, you can't 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 Class, all the Court's orders will apply to you.

By staying in the 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 Defendants that relate to Super S Super Trac 303 Tractor Hydraulic Fluid and the claims in this lawsuit. The release contained in the Proposed Settlement Agreement is set forth below:

“Released Claims: Plaintiffs and the Members of the Settlement Class release and forever discharge Defendants, together with their respective past, present, and future officers, employees, agents, representatives, distributors, downstream retail customers and/or resellers, attorneys, accountants, insurers, predecessors, successors, assigns, legal representatives, parent companies, subsidiaries and affiliates 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, that are asserted, or could have been asserted in the Action, arising out of or relating to the purchase of Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri.

The Released Claims include known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended to cover and include all such Released Claims, including all rights of action thereunder.

“Released Parties” means: Defendants and their respective past, present, and future officers, employees, agents, representatives, distributors, downstream retail customers and/or resellers, attorneys, accountants, insurers, predecessors, successors, assigns, legal representatives, parent companies, subsidiaries and affiliates.

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

Yes. 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 can't get Proposed Settlement benefits and you can't object to the Proposed Settlement. But you keep the right to file your own lawsuit or join another lawsuit against Defendants about the claims in this lawsuit.

If you previously requested to exclude yourself from the Class, you may request to rejoin the Class as set forth below.

12. 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 case *Hornbeck, et al. v. Tractor Supply Company, et al.*, Case Number 4:18-cv-523-NKL (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 this case;
- 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 17, 2020**, to:

Hornbeck v. Tractor Supply Company
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

13. 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 10. If you want to keep the right to sue Defendants in a new lawsuit, you have to exclude yourself from this Class and Proposed 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 17, 2020**.

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

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

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

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

If you're a Settlement Class Member and don't exclude yourself, you can tell the Court you don't like the Proposed Settlement or some part of it. You can ask the Court to deny approval by filing an objection. You can't 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 (*Hornbeck, et al. v. Tractor Supply Company, et al.*, Case Number 4:18-cv-523-NKL (W.D. Mo.)), (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 17, 2020**.

You must also state in writing all objections and the reasons for each objection, and state whether you intend to appear at the Final Fairness Hearing either with or without separate counsel. 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 17, 2020. 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 Settlement.

16. 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 don't like about the Proposed Settlement. You can object only if you stay in the Class and don't 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

17. 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.

18. 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 17 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 17, 2020***, 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

19. What happens if I do nothing at all?

If you do nothing:

- You will stay a member of the Class and all of the Court’s orders will apply to you (unless you previously requested to exclude yourself from the Class, in which case you will continue to be excluded if you do nothing);
- You won’t be able to sue, or join a new lawsuit against Defendants or any of the Released Parties about the issues and claims in this lawsuit, ever again, unless you exclude yourself.
- You will not receive a monetary award as part of the Settlement – to receive such an award you must timely submit a valid Claim Form.

THE LAWYERS REPRESENTING YOU

20. 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) 421-0700
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

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 are welcome to call these lawyers with any questions about the lawsuit or settlement, or to otherwise discuss further the Class Settlement.

You may also consult your own lawyer at your own expense.

21. 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 attorneys' fees of no more than \$511,500.00 (33% of the total Class Settlement Fund minus case expenses to be reimbursed) and case expenses of no more than \$150,000.00. Class Counsel also will ask the Court to award \$5,000 to each of the four 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

22. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on March 10, 2020. This hearing date may be moved, cancelled or otherwise modified, so please check the settlement website at www.supertrac303settlement.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. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. You don't 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.

24. 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

question 18 on page 10 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 15 on page 9).

You cannot speak at the hearing if you exclude yourself.

GETTING MORE INFORMATION

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

This Notice only summarizes the lawsuit and Proposed Settlement, as amended. More details are in the Revised First Amended Complaint filed in this class action. You can get copy of this document by visiting the Proposed Settlement website, www.supertrac303settlement.com.

You can also 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.

26. How do I get more information?

You can get more information and read common questions and answers by visiting the Proposed Settlement website, www.supertrac303settlement.com, or by contacting Class Counsel at the email or phone numbers listed in question 20 on pages 9 and 10.

CLAIM FORM AND INSTRUCTIONS

The Settlement Administrator must receive this form no later than February 17, 2020 in order for it to be considered.

Hornbeck, et al., v. Tractor Supply Company., et al.,
Case Number 4:18-cv-00523-NKL (U.S. Dist. Court, 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”) and have the Notice with you when you complete your Claim Form. If you do not have the Notice, or if you misplaced it, a copy is available on the settlement website at www.supertrac303settlement.com or by calling the Settlement Administrator at 1-866-742-4955.
2. Under the terms of the Settlement in this class-action lawsuit, you may be entitled to receive a monetary award based on your purchase(s) of Super S Super Trac 303 Tractor Hydraulic Fluid in Missouri from May 25, 2013 to the present. **You must timely complete and submit Section A of the Claim Form to receive a monetary award based on your purchase(s) of Super S Super Trac 303 Tractor Hydraulic Fluid.** The monetary award is estimated to be \$12 for each 5-gallon bucket of Super S Super Trac 303 Tractor Hydraulic Fluid you purchased in Missouri during the Class Period, \$6 for each 2-gallon jug, \$4 for each 1-gallon jug, and \$90 for each 55-gallon drum.
3. You also may be entitled to reimbursement for any losses, repairs, part purchases and/or specific equipment damage that resulted, in whole or in part, from your use of Super S Super Trac 303 Tractor Hydraulic Fluid during the class period. **If you wish to receive this relief, you must timely complete and submit Sections A and B of the Claim Form. You must submit a Claim Form to be eligible for any losses, repairs, parts, and/or equipment damage relief.** You should be sure and attach all supporting documents as well as any further information you have supporting your claim for additional funds due to alleged equipment losses, repairs and/or parts purchases.
4. If you would like to receive a monetary award, complete the attached form. Please type or print legibly in black ink.
5. If you desire an acknowledgment of receipt of your Claim Form, send it by Certified Mail, Return Receipt Requested.
6. 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.supertrac303settlement.com on or before February 17, 2020; or (ii) complete a paper Claim Form and send it via fax to 1-215-827-5551, via United States mail, postage prepaid to Hornbeck v. Tractor Supply Company, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to supertrac303settlement@rg2claims.com by February 17, 2020.
7. Once your Claim Form is received, the Settlement Administrator will review the Claim Form for compliance.
8. 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 INFORMATION – PART B

Complete Section B of this Claim Form only if you seek reimbursement for any repairs, losses, parts purchases, and/or specific equipment damage that you contend resulted, in whole or in part, from your use of Super S Super Trac 303 Tractor Hydraulic Fluid from May 25, 2013 to the present.

1. Plaintiffs allege that use of Super S Super Trac 303 Tractor Hydraulic Fluid can cause damage to tractors and other equipment in which it is used. As part of this Class Settlement, Class Members are entitled to submit claims for reimbursement for losses they sustained because of such damage and for repairs and/or parts purchases related to equipment damage that the Class Member contends resulted, in whole or in part, from use of Super S Super Trac 303 Tractor Hydraulic Fluid during the class period.
2. 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) 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 Super S Super Trac 303. 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. To recover losses sustained from this Repairs/Parts/Specific Equipment Damage portion of the Settlement Fund, you must provide the information requested in #5, below. You should also submit any additional narrative information describing the equipment malfunction, repairs and/or parts purchases or other losses sustained as necessary to fully describe what occurred and what repair/parts or other actions were required by any such losses or damage. You must also submit the cost of the repairs and/or parts as well as the date said repair were done and/or parts purchased. If you contend the equipment was damaged beyond reasonable repair, you must submit a description of the damage and the reasons you contend repairs were not reasonable, justified or feasible. You should submit any documentation you have supporting your claim and/or the amounts sought for losses, repairs and/or parts purchases.
4. In the event there are more valid claims than funds available, repair costs/parts purchases/specific equipment damage will be reimbursed *pro rata* based on the amount of each Class Member's valid claim submission for losses, repair costs and/or parts purchases.
5. For each piece of equipment listed by you in Part A in which you used the Super S Super Trac 303 Tractor Hydraulic Fluid, set forth below each repair/parts purchase or other loss, along with the date of each repair and/or parts purchase or loss that you contend resulted, in whole or in part, from your use of Super S Super Trac 303 Tractor Hydraulic Fluid during the class period:

Hornbeck v. Tractor Supply Company
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

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«City», «State» «Zip»
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