

EXHIBIT 2

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

ELLEN ALLICKS, et al., on behalf of)
themselves and others similarly situated;)
Plaintiffs,)
vs.) Case No.: 4:19-cv-1038-DGK
OMNI SPECIALTY PACKAGING, LLC,)
O'REILLY AUTOMOTIVE STORES, INC.,)
d/b/a O'REILLY AUTO PARTS, and)
OZARK AUTOMOTIVE)
DISTRIBUTORS, INC.)
Defendants.)

DECLARATION OF TINA CHIANGO

I, Tina Chiango, do hereby declare as follows:

1. I am the Director of Claims Administration, Securities, and Antitrust for RG/2 Claims Administration LLC ("RG/2"), the Settlement Administrator retained in this matter, located at 30 S. 17th Street, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

I. INTRODUCTION

2. RG/2 is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2's experience includes the provision of notice and administration services for settlements arising from antitrust, consumer fraud, civil rights, employment, negligent disclosure, and securities fraud allegations. Since 2000, RG/2 has administered and distributed in excess of \$1.7 billion in class action settlements.

3. RG/2 is not related to or affiliated with any of the attorneys comprising Class Counsel or counsel for Defendants.

4. RG/2 was retained by the parties to serve as settlement administrator, which includes amongst other tasks, disseminating notice to the class via first class mail; receiving and tracking requests for exclusion and objections; responding to inquiries from class members; processing claim forms and request for correction forms; calculating, preparing and mailing settlement distribution checks to all eligible class members; and any additional tasks as the parties mutually agree upon or the Court orders RG/2 to perform.

5. The settlement class in this matter is comprised of all persons and other entities who purchased O'Reilly 303 Tractor Hydraulic Fluid in any State in the United States, other than Missouri, during the class period defined in the Amended Settlement Agreement (the "Settlement Class").

6. RG/2 performed a majority of the services listed herein relating to the dissemination of the notice and administration of claims under my supervision and pursuant to the Amended Settlement Agreement and the Court's Preliminary Approval Order. RG/2 worked with Counsel to prepare the Mailed Class Notice (including a version sent via email), Summary Class Notice, Long Form Class Notice, Claim Form and Instructions, and Request for Correction Form and Instructions. Copies of these forms, which include the Spanish language components ordered by the Court, are attached hereto together as Exhibit A.

II. NOTICE TO SETTLEMENT CLASS MEMBERS

7. Direct notice has been provided to approximately 174,321 members of the Settlement Class, estimated to comprise 61 percent of the total estimated members of the Settlement Class. In conjunction with broad national and regional publication notice reaching an

estimated 2.3 million readers and widespread in-store notice at O'Reilly retail locations throughout the country, notice provided to members of the Settlement Class in this matter readily satisfies the requirements of Fed. R. Civ. P. 23 and due process standards.

A. Direct Notice

8. RG/2 successfully mailed the Mailed Class Notice included in Exhibit A hereto to approximately 170,583 members of the Settlement Class, with 159,664 class members reached as part of the initial, January 4, 2021 mailing, and an additional 10,919 class members reached whose initial mailings were returned and for whom new addresses were located.

9. RG/2 successfully emailed electronic versions of the Mailed Class Notice to approximately 3,738 members of the Settlement Class, with 2,762 class members reached via email as part of the initial, January 4, 2021 email notice, and an additional 976 class members reached via email whose initial mailings were returned and for whom new mailing addresses could not be found, but email addresses were available.

10. RG/2 took the following steps to achieve this notice.

11. On November 19, 2020, RG/2 received a file from counsel for Defendants containing, to the extent available, the full name, last known email address, and last known mailing address of each member of the Settlement Class and, where available, the number and size of O'Reilly 303 Tractor Hydraulic Fluid units purchased by each such member during the class period (the "Class List").

12. RG/2 reviewed the Class List and identified all members of the Settlement Class for whom an address was provided, and used that data to construct a mailing database. Members of the Settlement Class for whom an address was not available were sent through skip tracing to attempt to obtain an address for mailing.

13. After all research was performed on the Class List, a total of 183,247 members of the Settlement Class Members were identified as having mailing addresses.

14. On January 4, 2021, RG/2 mailed by bulk mailing the Mailed Class Notice to the 183,247 members of the Settlement Class for whom mailing addresses were available. The Mailed Class Notice mailed to each member of the Settlement Class included, among other information, the total number of units of O'Reilly 303 Tractor Hydraulic Fluid purchased for each size of the product, the estimated settlement distribution amount, and a personalized username and password that each class member could use in RG/2's online portal to look up the details of his, her, or its purchases during the Class Period.

15. Of the 183,247 Mailed Class Notices that were mailed to members of the Settlement Class on January 4, 2021, a total of 23,583 were returned by the United States Postal Service as undeliverable. Of those returned, 29 contained a forwarding address, which RG/2 used to immediately re-mail those Mailed Class Notices. RG/2 then performed address verification searches (also referred to as "skip tracing") on the other Mailed Class Notices returned as undeliverable without a forwarding address. As a result of this process, RG/2 re-mailed the Mailed Class Notices to 10,890 Settlement Class Members via U.S. First Class mail to the updated addresses located via skip tracing. In addition, RG/2 emailed 976 Mailed Class Notices to members of the Settlement Class whose hard copy Mailed Class Notices sent via U.S. Mail were returned and no additional mailing address could be located.

16. In addition, on January 4, 2021, RG/2 arranged for 2,919 emails to be sent to members of the Settlement Class for whom mailing addresses could not be located but email addresses were available, in accordance with procedures identified in the Second Declaration of William W. Wickersham filed in this matter (Doc. #: 22-3) at paragraphs 16 and 17. Of the 2,919

Mailed Class Notices that were sent via email on January 4, 2021, a total of 2,762 of those were successfully delivered to a valid email addresses.

17. Accordingly, based on the foregoing, direct notice of the class-action settlement was provided to approximately 174,321 members of the Settlement Class, comprising approximately 61 percent of the total estimated members of the Settlement Class.

B. Publication Notice

18. Based on information provided by Defendants' counsel, there are estimated to be approximately 96,000 or more members of the Settlement Class for whom direct mailing and e-mail information cannot reasonably be located. It is my understanding that most of these persons purchased O'Reilly 303 Tractor Hydraulic Fluid in-person at O'Reilly stores and did not provide name or contact information (or did not provide complete name and contact information) in connection with their purchases.

19. The following steps were taken to provide publication notice directed to those members of the Settlement Class.

20. RG/2 caused the Summary Class Notice, as modified and ultimately approved by the Court, to be published in three nationally based publications, six regional publications, and a collection of 40 newspapers in Mississippi, all targeted at farmers and the agriculture community—the expected demographics of persons who purchased O'Reilly 303 Tractor Hydraulic Fluid. Exemplars of the Summary Class Notice are attached to the Second Declaration of William W. Wickersham in this matter (Doc. #: 22-3) as Exhibit C. These were modified pursuant to the Court's December 23, 2020 Order (Doc. #: 27) before publication.

21. The regional publications and newspapers were selected to target states with higher volumes of O'Reilly 303 Tractor Hydraulic Fluid sales to class members, including Alabama,

Arkansas, California, Mississippi, Oklahoma, Tennessee, and Texas. There are estimated to be approximately 168,000 or more members of the Settlement Class in these seven states who account for an estimated 59 percent of the total settlement claim amounts.

22. Below is a list of the publications, ad information, and circulation numbers for the national and regional publications:

National Publications

#	Publication	Circulation	Size Relative to Page	Dimensions	Orientation	Font
1	Successful Farming	390,000	1/6	2.25" x 4 7/8"	Vertical	8 pt
2	Farm Journal	335,075	1/8	2.1875" x 3.6875"	Vertical	7 pt
3	Progressive Farmer	412,352	1/4	3.425" x 4.75"	Horizontal	9 pt

Regional Publications

#	Publication	Circulation	Size Relative to Page	Dimensions	Orientation	Font
4	Arkansas Agriculture	46,725	1/6	2.125" x 4.5"	Vertical	7.5 pt
5	AL Farm Bureau Neighbors	80,000	1/8	3.5" x 4.75"	Vertical	9 pt
6	TN Farm Bureau	645,000	1/4	4.4" x 4.5"	Vertical	9.5 pt
7	OK Farm Bureau Country	90,000	1/8	4.8" x 2.3"	Horizontal	7pt
8	CA Farm Bureau Ag Alert	27,886	1/4	4.75" x 6.375"	Vertical	14 pt
9	Texas Agriculture	103,192	1/4	4.812" x 5.125"	Vertical	11 pt

23. In addition, to augment publication notice in and around the State of Mississippi, RG/2 ran a print version of the Court-approved Summary Class Notice in a select group of 40 Mississippi weekly newspapers throughout the state, with estimated combined circulation of 187,885 subscribers. A complete list of those newspapers is attached hereto as Exhibit B. The weekly Mississippi newspapers are more common for rural areas of Mississippi, and thus were well suited to reach a farmer- and agriculture-oriented consumer base expected to contain class members who purchased and used O'Reilly 303 Tractor Hydraulic Fluid.¹

24. The Court-approved publication notice was published once in each of the above-referenced publications on or after January 4, 2021, the date the direct-mail notice was sent by bulk mailing.

25. Collectively, the print publications are estimated to have reached over 2.3 million subscribers and newsreaders nationwide, including approximately 1.2 million in the seven states with higher sales volumes.

26. As an additional method for reaching members of the Settlement Class for whom there is no direct mailing or e-mail information, notice of the settlement was also provided through in-store notice at O'Reilly retail stores throughout the country, as described in the Third Affidavit of Matt Pickering, which I understand will be filed concurrently with my declaration.

¹ In its February 12, 2021 Order (Doc. #: 30), the Court approved publication of notice in both the *Delta Farm Press* and a select group of 40 Mississippi weekly newspapers situated throughout that state to provide publication notice in Mississippi given the inability to meet the publication deadline for the Spring 2021 edition of the previously selected Mississippi publication, *Mississippi Farm Country*. RG/2 recently learned that notice was not, in fact, published in *Delta Farm Press*, as originally planned. That does not, however, materially impact the reach of the overall notice plan, because: (i) *Delta Farm Press* had an estimated circulation in Mississippi of only 6,600 subscribers; and (ii) publication of notice in the 40 select Mississippi newspapers with a total estimated circulation of 187,885 subscribers, posting of in-store notice in all Mississippi stores that sold O'Reilly 303 Tractor Hydraulic fluid to members of the Settlement Class during the class period (as described in Mr. Pickering's Third Affidavit), and direct notice to an estimated 6,010 Mississippi class members for whom Defendants had mailing or email addresses, provided more than ample notice to the estimated 10,479 Mississippi class members.

27. More specifically, and as set forth in Mr. Pickering's affidavit, O'Reilly posted a copy of the Summary Notice in substantially the form attached to Mr. Pickering's affidavit as Exhibit 1 in approximately 2,819 O'Reilly stores throughout the country that, together, account for 90 percent or more of both the total claim amount under the settlement and of O'Reilly 303 Tractor Hydraulic Fluid sales to members of the Settlement Class. Those 2,819 stores included all of the stores where O'Reilly 303 Tractor Hydraulic Fluid was sold to members of the Settlement Class in the select seven states with higher volumes of O'Reilly 303 Tractor Hydraulic Fluid sales to Class Members, comprising Alabama, Arkansas, California, Mississippi, Oklahoma, Tennessee, and Texas.

28. As Mr. Pickering explains, O'Reilly posted the Summary Notice in those stores by placing an 8 ½ x 11 inch copy of the notice in substantially the form attached to Mr. Pickering's affidavit as Exhibit 1 in the center of a wire display rack situated in a plainly visible location at the front of each store near the cash registers. The notice was displayed for a period of at least ninety days.

29. In those stores where O'Reilly 303 Tractor Hydraulic Fluid was advertised in Spanish, the notice included a statement in Spanish indicating that detailed information regarding the proposed settlement and how to submit a claim is available in Spanish online through the designated settlement website. A copy of this notice is attached to Mr. Pickering's affidavit as Exhibit 2.

C. Additional Forms of Notice and Class-Member Support

30. By or before January 4, 2021, RG/2 secured, and thereafter maintained, a Post Office Box, with the address of Nationwide O'Reilly 303 Settlement, c/o RG/2 Claims

Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, for receipt of claim forms, opt-out notices, and any other settlement-related correspondence.

31. By or before January 4, 2021, RG/2 secured, and thereafter maintained, an email address, nationwideoreilly303thfsettlement@rg2claims.com, for the online receipt of claim forms, opt-out notices, and any other settlement-related correspondence.

32. By or before January 4, 2021, RG/2 established, and thereafter maintained, an operating website, www.nationwideoreilly303thfsettlement.com, that: (i) provided members of the Settlement Class with general information about the Settlement, answers to frequently asked questions, important dates and deadline information, and a summary of settlement benefits; (ii) contains downloadable copies of the Preliminary Approval Order, Long Form Class Notice, the Amended Settlement Agreement, Claim Form, Request for Correction Form, and, Class Counsels' motions for attorneys' fees, costs, and for incentive awards for the Class Representatives; (iii) contains Spanish-language versions of the Long Form Notice, Claim Form, and Request for Correction Form; and (iv) allows members of the Settlement Class to submit claims.

33. The website provided this information and these documents in the following manner:

- a. The "Homepage" contains a brief summary of the settlement and advises potential members of the Settlement Class of their rights under the settlement;
- b. The "Notices and Claim Form" page contains a PDF copy of the Long Form Notice (in English and Spanish); the Claim Form (in English and Spanish); the Correction Form (in English and Spanish); and the chart of the relevant dates for each state. The page also included a link to the

- claims online filing portal and a link to the purchase data database that members of the Settlement Class could access with the personalized username and passwords they were provided;
- c. The “Court Documents” page contains: the Amended Settlement Agreement and Release; the Renewed Motion for Preliminary Approval with Exhibits; the Preliminary Approval Order; the Application for Incentive Awards and Attorney Fees and Expenses; and the Suggestions in Support of Plaintiffs’ Application for Inventive Awards and Attorney Fees and Expenses; and
 - d. The “Contact” page contains RG2’s contact information and Class Counsel’s contact information for any questions or requests for information regarding the settlement.

34. By or before January 4, 2021, RG/2 secured, and thereafter maintained, toll-free telephone number (1-866-742-4955) for Settlement Class Members that provided information to members of the Settlement Class and any other persons seeking information about the settlement, as well as instructions on how to participate in the settlement. The toll-free telephone number was staffed by live operators during normal business hours, was fully automated, and operated 24 hours per day, seven days per week. Operators fluent in Spanish were available to respond to calls placed by Spanish-speaking class members. Callers had the option to leave a message in order to speak with an RG/2 representative, who returned their call within 24 hours.

35. By or before January 4, 2021, RG/2 secured, and thereafter maintained, a fax number of 215-827-5551 for submission of claims, correction forms, and opt-out requests.

D. Conclusion

36. Based on my knowledge, skill, and experience in class-action notice and claims administration, and based on the documents and information set forth above and the information contained in the parties' Amended Settlement Agreement and otherwise provided to me by counsel for the parties, it is my opinion that the notice outlined herein provided notice to at least 75 percent of the Settlement Class. Further, it is my opinion that the notice summarized herein provided the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort, in accordance with applicable standards under Fed. R. Civ. P. 23 and due process.

III. CLAIMS ADMINISTRATION

A. Claims and Correction Forms

37. RG/2 received and reviewed a total of approximately 207 claims submitted during the claims period. Of those claims: (i) 117 were submitted by members of the Settlement Class who would have already received a Settlement Distribution Amount in the amount claimed without submitting a claim, because RG/2 received from Defendants those members' mailing addresses and records of their O'Reilly 303 Tractor Hydraulic Fluid purchases during the Class Period; (ii) 90 are unique claims that were submitted by purported members of the Settlement Class for whom no O'Reilly 303 Tractor Hydraulic Fluid sales information is available, or who are claiming amounts different from what is reflected as the Settlement Distribution Amount in Defendants' records.

38. Of those 90 unique claims, RG/2, based on its review, intends to: (i) accept and pay 86 of them as valid (with 1 determined to be partially valid); and (ii) reject 4 of them as invalid for claiming purchases that RG/2, having conferred with counsel for the parties, determined were not for O'Reilly 303 Tractor Hydraulic Fluid. For the rejections, RG/2 is sending a letter to the

claimants stating the basis for the rejection and inviting the claimant to submit any additional information in support of the claim within thirty days.

39. RG/2 received a total of approximately 14 Request for Correction Forms. Of those requests: (i) 3 purport to request the same distribution amounts listed in the data supplied by Defendants; and (ii) 11 appear to be requests for distributions amounts that are different than what is listed in the data supplied by Defendants.

40. Based on its review of those 11 requests, RG/2 intends to accept and pay all 11 of them.

41. A list of the names and addresses of each person or entity whose claim was rejected, as set forth in the preceding paragraphs, is filed herewith under seal as Exhibit C.

B. Requests for Exclusion and Objections

42. RG/2 received 16 requests for exclusion from the settlement. A list containing the names and addresses of each person or entity requesting to be excluded from the settlement is filed herewith under seal as Exhibit D.

43. RG/2 has not been made aware of any objections to the settlement.

IV. PLANNED ADMINISTRATION OF THE CLASS SETTLEMENT FUND

44. It is my understanding that Defendants will, pursuant to the terms of the Amended Settlement Agreement and upon issuance of a final approval order by the Court, cause to be established a fund of \$8,501,361.10 (the "Class Settlement Fund").

45. As explained more fully below, RG/2 will administer the Class Settlement Fund for purposes of making distributions to qualifying members of the Settlement Class, paying any taxes and tax-related expenses associate with the Class Settlement Fund, and paying the costs of

settlement administration, including RG/2's fees and costs in providing notice and administering claims.

A. Distributions to Settlement Class Members

46. Excluding the 16 members of the Settlement Class who timely opted out of the settlement, there are a total of approximately 166,390 members of the Settlement Class for whom RG/2 has a valid mailing address and a calculated Settlement Distribution Amount, either through information provided by Defendants or through submitted claims.² If the settlement is finally approved, RG/2 will, pursuant to the terms of the Amended Settlement Agreement and any applicable orders of the Court, mail checks to these members of the Settlement Class for their applicable Settlement Distribution Amount, plus any appropriate pro rata increase.

47. Based on the sales information contained in the Class List and the claims submitted and accepted to date, RG/2 estimates that a total amount of approximately \$8,015,361.10—comprising approximately 94% of the \$8,501,361.10 Class Settlement Fund—will be distributed to members of the Settlement Class. This amount includes: (i) the initial Settlement Distribution Amounts calculated pursuant to paragraph 74 of the Amended Settlement Agreement; and (ii) the pro rata increase for members of the Settlement Class, pursuant to paragraph 75 of the Amended Settlement Agreement, from the remaining balance of the Class Settlement Fund after setting aside amounts sufficient to cover: (a) expenses reasonably incurred, or to be incurred, by RG/2 in making elections necessary to make the Class Settlement Fund a qualified settlement fund within the

² There are approximately 4,263 Settlement Class Members who will not receive a check because, as explained more fully in the parties' Joint Response to Order Concerning Proposed Settlement (Doc. #: 17) at pages 5-6, either: (a) they did not pay for the containers of O'Reilly 303 THF they acquired during the Class period (meaning the net sales price for the transactions is \$0.00); or (b) they received a full refund of the purchase price paid for the units of O'Reilly 303 THF that they purchased during the Class Period.

meaning of applicable Treasury regulations (“Tax-related Expenses”);³ (b) the estimated reasonable costs, fees, and expenses of RG/2 in providing notice to the Settlement Class and administering the settlement through conclusion of the process (the “Settlement Administration Fees and Costs”); and (c) a \$10,000 set-aside to address any unexpected changes or additions to the Settlement Distribution Amounts.

48. The breakdown of the estimated distribution amount of approximately \$8,015,361.10 to the 166,390 Settlement Class Members, including the estimated pro rata increases, is as follows:

Distribution Range	Number of Settlement Class Members	Amount
\$5.00 and under	1,361	\$5,584.95
\$5.01 – \$10.00	38,942	\$257,422.70
\$10.01 – \$25.00	63,965	\$1,137,959.19
\$25.01 – \$50.00	31,076	\$1,086,749.31
\$50.01 - \$100.00	17,543	\$1,208,605.88
\$100.01 - \$250.00	9,137	\$1,383,962.97
\$250.01 - \$500.00	2,624	\$901,714.80
Over \$500.00	<u>1,742</u>	<u>\$2,033,361.30</u>
Total	166,390	\$8,015,361.10

B. **Set-Asides and Distributions for Tax and Administrative Expenses.**

49. RG/2’s total estimated Settlement Administration Fees and Costs incurred through conclusion of the settlement process, inclusive of Tax-Related Expenses associated with making the Class Settlement Fund a qualified settlement fund, are approximately \$476,000.⁴ Accordingly, RG/2 will, pursuant to paragraphs 51 and 83 of the Amended Settlement Agreement, set aside a

³ RG/2 has determined that there will be no taxes owed by the Class Settlement Fund, and so has not set aside an amount for taxes under paragraph 83 of the Amended Settlement Agreement.

⁴ As explained in the prior footnote, RG/2 has determined that there will be no taxes owed by the Class Settlement Fund, and so has not set aside an amount for taxes under paragraph 83 of the Amended Settlement Agreement.

total amount of \$476,000 from the Class Settlement Fund to cover its total Settlement Administration Fees and Costs, inclusive of Tax-Related Expenses associated with the Class Settlement Fund. RG/2 will distribute an amount not to exceed that \$476,000 to itself to cover these fees, costs, and expenses, and any excess will be distributed to the designated *cy pres* recipient, as explained more fully below.

C. **Cy Pres Distribution**

50. Any amounts remaining in the Class Settlement Fund after the Final Distribution Date—which, under the Amended Settlement Agreement, is the earlier of (a) the date as of which all of the settlement checks have been cashed, or (b) 95 days after the date on which the last check was issued—and after paying Tax-Related Expenses, and Settlement Administration Fees and Costs, will be distributed to the *cy pres* recipient designated in paragraph 79 of the Amended Settlement Agreement, Legal Aid of Western Missouri, 4001 Blue Parkway, Suite 300, Kansas City, Missouri 64130, or if not approved by the Court, to one or more *cy pres* recipients agreed upon by the Parties and approved by the Court.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 13, 2021



Tina Chiango

EXHIBIT A
Class Notices

MAILED CLASS NOTICE

Records indicate you purchased O'Reilly 303 Tractor Hydraulic Fluid during the Class Period, and 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.NATIONWIDEOREILLY303THFSETTLEMENT.COM REGULARLY FOR UPDATES
AND FURTHER DETAILS**

A federal court authorized this notice. This is not a solicitation from a lawyer.

La información detallada sobre el acuerdo propuesto y cómo enviar un formulario de reclamación está disponible en español en línea en www.nationwideoreilly303thfsettlement.com.

- A class-action settlement was reached in *Allicks, et al. v. Omni Specialty Packaging, LLC, et al.*, Case No. 4:19-cv-01038 (W.D. Mo.) regarding O'Reilly 303 Tractor Hydraulic Fluid. This notice summarizes the lawsuit and class-action settlement (sometimes referred to herein as the "Proposed Settlement") For more detailed information please: (i) visit the settlement website at www.nationwideoreilly303thfsettlement.com, where you can read common questions and answers and access settlement documents, including a long-form notice, the Settlement Agreement and Release, and a Request for Correction Form; (ii) contact Class Counsel at 816-595-7723; (iii) call the settlement hotline at 1-866-742-4955; 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.
- In the class-action lawsuit, Plaintiffs allege that O'Reilly 303 Tractor Hydraulic Fluid did not meet the equipment manufacturer's specification allegedly listed on the product's label, and that use of O'Reilly 303 Tractor Hydraulic Fluid in equipment causes damage to various parts of the equipment. Defendants vigorously deny all of these allegations and claims of wrongdoing, and further state that the labels for O'Reilly 303 Tractor Hydraulic Fluid were truthful, appropriate, and adequate in all respects.
- You are a Settlement Class Member if you purchased O'Reilly 303 Tractor Hydraulic Fluid in the United States, other than in Missouri, during the Date Range(s) for the State(s) of Purchase listed in the chart enclosed herewith. However, you are not a member of the settlement class if (a) the only O'Reilly 303 Tractor Hydraulic Fluid your purchased was for resale; (b) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; (c) you are a judge of the Court in which the lawsuit is pending (or could be appealed to), or part of their immediate family and staff.
- If you are a Settlement Class Member, the Proposed Settlement may provide you with a cash award based on amounts you paid for O'Reilly 303 Tractor Hydraulic Fluid. The award for each class member is estimated to be between 30 and 41 percent of the purchase price the class member paid for O'Reilly 303 Tractor Hydraulic Fluid.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS:

ACTION		DUE DATE
Do Nothing	If this notice lists your purchases of O'Reilly 303 Tractor Hydraulic Fluid and you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, and you will receive a monetary reward based on the listed purchases. If this notice <u>does not</u> list your purchases of O'Reilly 303 Tractor Hydraulic Fluid and you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, but you will <u>not</u> receive a monetary award.	
File a Claim Form	If this notice <u>does not</u> list your purchases of O'Reilly 303 Tractor Hydraulic Fluid, you must timely submit a valid Claim Form to the Settlement Administrator in order to recover a monetary award under the Proposed Settlement. To submit a claim or obtain a Claim Form, go to www.nationwideoreilly303thfsettlement.com or call 1-866-742-4955.	<i>By: May 3, 2021</i>
File a Request-for-Correction Form	If you believe your purchases of O'Reilly 303 Tractor Hydraulic Fluid listed below are not accurate, you may submit a Request for Correction Form to the Settlement Administrator. To submit a request for correction or obtain a Request for Correction Form, go to www.nationwideoreilly303thfsettlement.com or call 1-866-742-4955.	<i>By: May 3, 2021</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 regarding the claims asserted in the class action.	<i>By: May 3, 2021</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 by the date specified above in order to receive a cash payment (unless this notice lists your purchases of O'Reilly 303 Tractor Hydraulic Fluid). You may object to the Settlement only if you <u>do not</u> exclude yourself by the date listed immediately above. If you timely object and the Court later overrules your objection, you may request to be excluded from the Settlement Class by submitting a request in writing to the Settlement Administrator within ten (10) days after entry of the Court's Final Approval Order granting final approval of the Proposed Settlement.	<i>By: April 29, 2021</i>

O'REILLY 303 THF PURCHASE DATA DURING THE CLASS PERIOD

Based on Defendants' records, your purchases of O'Reilly 303 Tractor Hydraulic Fluid in the United States, excluding Missouri, during the Date Range(s) for the State(s) of Purchase is summarized below.

THE O'REILLY 303 THF PURCHASE INFORMATION FOR <<class member>> DURING THE CLASS PERIOD IS AS FOLLOWS:

Total 1 Gallon 303 THF (#74505) Purchased: <<no 1 gal>> Claim Amount \$ <<amount 1 gal>>

Total 5 Gallon 303 THF (#74509) Purchased: <<no 5 gal>> Claim Amount \$ <<amount 5 gal>>

Total 55 Gallon 303 THF (#74555) Purchased: <<no 55 gal>> Claim Amount \$ <<amount 55 gal>>

Your Total Estimated Distribution Amount: \$<<total amount>>

If you would like to review the purchase data used to calculate the above, please go to Class Data page of the website www.Oreilly303THFNationwideSettlement.com. You will need a userid and password to access your data.

Your userid is <<userid>>

Your password is <<password>>

If you believe this information does not accurately state your purchases of O'Reilly 303 Tractor Hydraulic Fluid, you may timely submit a Request for Correction Form available at www.nationwideoreilly303thfsettlement.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) 595-7723 (phone)
(816) 421-0899 (fax)
tbender@hab-law.com

Date Ranges by States of Purchase

State of Purchase	Date Range	State of Purchase	Date Range
AK	9/26/13 – 01/20/2020	NC	9/26/15 - 01/20/2020
AL	6/28/13 - 01/20/2020	ND	9/26/13 - 01/20/2020
AR	9/26/15 - 01/20/2020	NE	9/26/15 - 01/20/2020
AZ	9/26/15 - 01/20/2020	NH	9/26/15 - 01/20/2020
CA	9/26/15 - 01/20/2020	NM	9/26/15 - 01/20/2020
CO	9/26/16 - 01/20/2020	NV	9/26/15 - 01/20/2020
CT	9/26/13 - 01/20/2020	NY	9/26/13 - 01/20/2020
FL	9/26/15 - 01/20/2020	OH	9/26/13 - 01/20/2020
GA	9/26/15 - 01/20/2020	OK	9/26/14 - 01/20/2020
HI	9/26/13 - 01/20/2020	OR	9/26/13 - 01/20/2020
IA	6/06/14 - 01/20/2020	PA	9/26/13 - 01/20/2020
ID	9/26/15 - 01/20/2020	RI	9/26/09 - 01/20/2020
IL	9/26/14 - 01/20/2020	SC	9/26/13 - 01/20/2020
IN	9/26/13 - 01/20/2020	SD	9/26/13 - 01/20/2020
KS	4/18/15 - 01/20/2020	TN	9/26/13 - 01/20/2020
KY	9/26/14 - 01/20/2020	TX	9/05/15 - 01/20/2020
LA	9/26/15 - 01/20/2020	UT	9/26/15 - 01/20/2020
MA	9/26/13 - 01/20/2020	VA	9/26/14 - 01/20/2020
ME	9/26/13 - 01/20/2020	VT	9/26/13 - 01/20/2020
MI	9/26/13 - 01/20/2020	WA	9/26/13 - 01/20/2020
MN	9/26/13 - 01/20/2020	WI	9/26/13 - 01/20/2020
MS	9/26/13 - 01/20/2020	WV	9/26/15 - 01/20/2020
MT	9/26/15 - 01/20/2020	WY	9/26/11 - 01/20/2020

E-MAILED CLASS NOTICE

Records indicate you purchased O'Reilly 303 Tractor Hydraulic Fluid during the Class Period, and 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.NATIONWIDEOREILLY303THFSETTLEMENT.COM REGULARLY FOR UPDATES AND FURTHER DETAILS

A federal court authorized this notice. This is not a solicitation from a lawyer.

La información detallada sobre el acuerdo propuesto y cómo enviar un formulario de reclamación está disponible en español en línea en www.nationwideoreilly303thfsettlement.com.

- A class-action settlement was reached in *Allicks, et al. v. Omni Specialty Packaging, LLC, et al.*, Case No. 4:19-cv-01038 (W.D. Mo.) regarding O'Reilly 303 Tractor Hydraulic Fluid. This notice summarizes the lawsuit and class-action settlement (sometimes referred to herein as the "Proposed Settlement") For more detailed information please: (i) visit the settlement website at www.nationwideoreilly303thfsettlement.com, where you can read common questions and answers and access settlement documents, including a long-form notice, the Settlement Agreement and Release, and a Request for Correction Form; (ii) contact Class Counsel at 816-595-7723; (iii) call the settlement hotline at 1-866-742-4955; 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.
- In the class-action lawsuit, Plaintiffs allege that O'Reilly 303 Tractor Hydraulic Fluid did not meet the equipment manufacturer's specification allegedly listed on the product's label, and that use of O'Reilly 303 Tractor Hydraulic Fluid in equipment causes damage to various parts of the equipment. Defendants vigorously deny all of these allegations and claims of wrongdoing, and further state that the labels for O'Reilly 303 Tractor Hydraulic Fluid were truthful, appropriate, and adequate in all respects.
- You are a Settlement Class Member if you purchased O'Reilly 303 Tractor Hydraulic Fluid in the United States, other than in Missouri, during the Date Range(s) for the State(s) of Purchase listed in the chart enclosed herewith. However, you are not a member of the settlement class if (a) the only O'Reilly 303 Tractor Hydraulic Fluid your purchased was for resale; (b) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; (c) you are a judge of the Court in which the lawsuit is pending (or could be appealed to), or part of their immediate family and staff.
- If you are a Settlement Class Member, the Proposed Settlement may provide you with a cash award based on amounts you paid for O'Reilly 303 Tractor Hydraulic Fluid. The award for each class member is estimated to be between 30 and 41 percent of the purchase price the class member paid for O'Reilly 303 Tractor Hydraulic Fluid.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS:

ACTION		DUE DATE
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 <u>not</u> receive a monetary award.	
File a Claim Form	If you wish to receive a monetary award, you must timely submit a valid Claim Form to the Settlement Administrator. To submit a claim or obtain a Claim Form, go to www.nationwideoreilly303thfsettlement.com or call 1-866-742-4955. You may use and/or copy the information regarding your purchases of O'Reilly 303 Tractor Hydraulic Fluid listed below and available online at www.nationwideoreilly303thfsettlement.com to complete your Claim Form.	<i>By: May 3, 2021</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 regarding the claims asserted in the class action.	<i>By: May 3, 2021</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 by the date specified above in order to receive a cash payment. You may object to the Settlement only if you <u>do not</u> exclude yourself by the date listed immediately above. If you timely object and the Court later overrules your objection, you may request to be excluded from the Settlement Class by submitting a request in writing to the Settlement Administrator within ten (10) days after entry of the Court's Final Approval Order granting final approval of the Proposed Settlement.	<i>By: April 29, 2021</i>

O'REILLY 303 THF PURCHASE DATA DURING THE CLASS PERIOD

Based on Defendants' records, your purchases of O'Reilly 303 Tractor Hydraulic Fluid in the United States, excluding Missouri, during the Date Range(s) for the State(s) of Purchase is summarized below.

THE O'REILLY 303 THF PURCHASE INFORMATION FOR <>class member<> DURING THE CLASS PERIOD IS AS FOLLOWS:

Total 1 Gallon 303 THF (#74505) Purchased: <<no 1 gal>> Claim Amount \$ <<amount 1 gal>>

Total 5 Gallon 303 THF (#74509) Purchased: <<no 5 gal>> Claim Amount \$ <<amount 5 gal>>

Total 55 Gallon 303 THF (#74555) Purchased: <<no 55 gal>> Claim Amount \$ <<amount 55 gal>>

Your Total Estimated Distribution Amount: \$<<total amount>>

If you would like to review the purchase data used to calculate the above, please go to Class Data page of the website www.nationwideoreilly303thfsettlement.com. You will need a userid and password to access your data.

Your userid is [<<userid>>](#)

Your password is [<<password>>](#)

If you have questions, you may contact Class Counsel at:

Thomas V. Bender
Horn Aylward & Bandy, LLC
2600 Grand Boulevard, Ste. 1100
Kansas City, MO 64108
(816) 595-7723 (phone)
(816) 421-0899 (fax)
tbender@hab-law.com

If you wish to receive a monetary award, you must timely submit a valid Claim Form to the Settlement Administrator. To submit a claim or obtain a Claim Form, go to www.nationwideoreilly303thfsettlement.com or call 1-866-742-4955. You may use the information regarding your purchases of O'Reilly 303 Tractor Hydraulic Fluid listed above and available online at www.nationwideoreilly303thfsettlement.com to complete your Claim Form.

To view the chart of Date Ranges by States of Purchase, please click the link below.

[<<link to chart>>](#)

LEGAL NOTICE

If you purchased O'Reilly 303 Tractor Hydraulic Fluid, you may benefit from a proposed class-action settlement.

A settlement has been reached in a class-action lawsuit asserting claims based on the purchase and use of O'Reilly 303 Tractor Hydraulic Fluid.

You may be a member of the settlement class if you purchased O'Reilly 303 Tractor Hydraulic Fluid in the United States, other than in Missouri, during the class period for the state of purchase.

If the settlement is approved, the award for each member of the settlement class is estimated to be between 30 and 41 percent of the purchase price paid for O'Reilly 303 Tractor Hydraulic Fluid during the class period for the state of purchase. You may need to submit a claim to receive an award.

The Court will decide whether to approve the settlement at a hearing on May 27, 2021, at 2:00 p.m. at the United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106. This date is subject to change.

If you are a member of the settlement class, you will be bound by the settlement unless you request to be excluded by May 3, 2021. You may enter an appearance in this action through an attorney if desired.

For additional information about the settlement and instructions on how to submit a claim or request to be excluded, please visit nationwideoreilly303thfsettlement.com or call 1-866-742-4955.

La información detallada sobre el acuerdo propuesto y cómo presentar una reclamación está disponible en español en línea en el
www.nationwideoreilly303thfsettlement.com

LONG FORM CLASS NOTICE

If you purchased O'Reilly 303 Tractor Hydraulic Fluid in the United States, other than in Missouri, during the Class Period, 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.NATIONWIDEOREILLY303THSETTLEMENT.COM REGULARLY FOR UPDATES
AND FURTHER DETAILS**

A federal court authorized this notice. This is not a solicitation from a lawyer.

La información detallada sobre el acuerdo propuesto y cómo enviar un formulario de reclamación está disponible en español en línea en www.nationwideoreilly303thsettlement.com.

- A class-action settlement was reached in *Allicks, et al. v. Omni Specialty Packaging, LLC, et al.*, Case No. 4:19-cv-01038 (W.D. Mo.). For the precise terms and conditions of the settlement, please: (i) access the Settlement Agreement and Release online at www.nationwideoreilly303thsettlement.com; (ii) contact class counsel, as explained in more detail below; or (iii) 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.
- This notice summarizes the lawsuit and class-action settlement (sometimes referred to in this notice as the "Proposed Settlement").
- In the class-action lawsuit, Plaintiffs allege that O'Reilly 303 Tractor Hydraulic Fluid did not meet the equipment manufacturer's specification allegedly listed on the product's label, and that use of O'Reilly 303 Tractor Hydraulic Fluid in equipment causes damage to various parts of the equipment. Defendants vigorously deny all of these allegations and claims of wrongdoing, and further state that the labels for O'Reilly 303 Tractor Hydraulic Fluid were truthful, appropriate, and adequate in all respects.
- You are a Settlement Class Member if you purchased O'Reilly 303 Tractor Hydraulic Fluid in the United States, other than in Missouri, during the Date Range(s) for the State(s) of Purchase listed in the chart enclosed herewith. See the responses to Question Nos. 5, 6, and 7, below for further information. However, you are not a member of the settlement class if: (a) the only O'Reilly 303 Tractor Hydraulic Fluid you purchased was for resale; (b) you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies; (c) you are a judge of the Court in which the lawsuit is pending (or could be appealed to), or part of their immediate family and staff. See the responses to Question Nos. 5 and 6 below for further information.
- If you are a Settlement Class Member, the Proposed Settlement may provide you with a cash award based on amounts you paid for O'Reilly 303 Tractor Hydraulic Fluid. The award for each class member is estimated to be between 30 and 41 percent of the purchase price the class member paid for O'Reilly 303 Tractor Hydraulic Fluid.

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

ACTION		DUe DATE
FILE A CLAIM FORM	If you did not receive a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri, you must timely submit a valid Claim Form to the Settlement Administrator in order to recover a monetary award under the Proposed Settlement.	<u>By May 3, 2021</u>
FILE A REQUEST FOR CORRECTION FORM	If you did receive a hard copy notice by U.S. mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri and you believe that information is not accurate, you may submit a Request for Correction Form to the Settlement Administrator.	<u>By May 3, 2021</u>
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 regarding the claims asserted in the class action.	<u>By May 3, 2021</u>
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 by the date specified above in order to receive a cash payment (unless you received a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri). You may object to the Settlement only if you <u>do not</u> exclude yourself by the date listed immediately above. If you timely object and the Court later overrules your objection, you may request to be excluded from the Settlement Class by submitting a request in writing to the Settlement Administrator within ten (10) days after entry of the Court's Final Approval Order granting final approval of the Proposed Settlement.	<u>By April 29, 2021</u>

DO NOTHING	<p>If you received a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri and you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, and you will receive a monetary reward based on those purchases.</p> <p>If you did not receive a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri and you do nothing, you will be bound by the Proposed Settlement (if approved), you will have released your claims, but you will <u>not</u> receive a monetary award.</p> <p><u>If you did not receive a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri, you must timely submit a valid Claim Form to receive a monetary award.</u></p>	
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- 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.nationwideoreilly303thfsettlement.com regularly for updates and further details.
- The Court still must 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 and approved this notice because you have the right to know about a 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 *Allicks, et al., v. Omni Specialty Packaging, LLC, et al.*, Case No. 4:19-cv-01038.

The Plaintiffs in this lawsuit allege that Omni Specialty Packaging, LLC, O'Reilly Automotive Stores, Inc. d/b/a O'Reilly Auto Parts, and Ozark Automotive Distributors, Inc., ("Defendants") violated consumer protection laws, breached certain warranties, made certain allegedly fraudulent and negligent misrepresentations, were allegedly negligent, and were allegedly unjustly enriched in connection with the sale of O'Reilly 303 Tractor Hydraulic Fluid.

Plaintiffs allege that O'Reilly 303 Tractor Hydraulic Fluid did not meet the equipment manufacturer's specification allegedly listed on the product's label, and that use of O'Reilly 303 Tractor Hydraulic Fluid in equipment causes damage to various parts of the equipment, including damage to the spiral gear in the drive, excess wear, seal leakage, high pump leakage, and damage from deposits, sludging and thickening.

Defendants vigorously deny all of these allegations and claims of wrongdoing, and further state that the labels for O'Reilly 303 Tractor Hydraulic Fluid were truthful, appropriate, and adequate in all respects.

The Court has not ruled on Plaintiffs' claims. Plaintiffs and 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 such a class-action 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 O'Reilly 303 Tractor Hydraulic Fluid in any state in the United States, other than in Missouri, during the Class Period.

4. Why is there a proposed settlement?

The Court did not rule in favor of either party. Instead, the parties agreed to a settlement in order to avoid the expense and risks of continuing the lawsuit. The class representatives and their attorneys think the Proposed Settlement is best for all members of the Settlement Class.

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 Proposed Settlement, the parties have agreed to the certification of a Settlement Class for purposes of settlement only. The Settlement Class means all persons and other entities who purchased O'Reilly 303 Tractor Hydraulic Fluid in the United States, except in Missouri, during the Class Period.

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 Proposed 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 Proposed Settlement. Those who exclude themselves from the Settlement Class will not be bound by the Proposed Settlement and will not receive any payments from the Proposed Settlement.

In order to receive a monetary award, you must submit a valid Claim Form UNLESS you received a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri during the Class Period, in which case you are not required to take action in order to receive compensation. If your purchase information in the hard copy notice delivered by U.S. Mail was accurate, you do not have to do anything more and you will receive a monetary award based on that purchase information if the Court finally approves the Proposed Settlement.

6. Are there exceptions to being included in the Settlement Class?

Yes. The Settlement Class excludes those who purchased O'Reilly 303 Tractor Hydraulic Fluid for resale. Also excluded from the Settlement Class are all persons who are employees, directors, officers and agents of Defendants and any of 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 Appeals, the United States Supreme Court, and their immediate family members.

7. What is the Class Period?

The Class Period is the Date Range listed in the chart below for the state in which a purchase of O'Reilly 303 THF was made. In order to be a member of the settlement class, you must have purchased one or more units of O'Reilly 303 THF within the Date Range(s) for one or more State(s) of Purchase.

Date Ranges by States of Purchase

State of Purchase	Date Range	State of Purchase	Date Range
AK	9/26/13 - 01/20/2020	NC	9/26/15 - 01/20/2020
AL	6/28/13 - 01/20/2020	ND	9/26/13 - 01/20/2020
AR	9/26/15 - 01/20/2020	NE	9/26/15 - 01/20/2020
AZ	9/26/15 - 01/20/2020	NH	9/26/15 - 01/20/2020
CA	9/26/15 - 01/20/2020	NM	9/26/15 - 01/20/2020
CO	9/26/16 - 01/20/2020	NV	9/26/15 - 01/20/2020
CT	9/26/13 - 01/20/2020	NY	9/26/13 - 01/20/2020
FL	9/26/15 - 01/20/2020	OH	9/26/13 - 01/20/2020
GA	9/26/15 - 01/20/2020	OK	9/26/14 - 01/20/2020
HI	9/26/13 - 01/20/2020	OR	9/26/13 - 01/20/2020
IA	6/06/14 - 01/20/2020	PA	9/26/13 - 01/20/2020
ID	9/26/15 - 01/20/2020	RI	9/26/09 - 01/20/2020
IL	9/26/14 - 01/20/2020	SC	9/26/13 - 01/20/2020
IN	9/26/13 - 01/20/2020	SD	9/26/13 - 01/20/2020
KS	4/18/15 - 01/20/2020	TN	9/26/13 - 01/20/2020
KY	9/26/14 - 01/20/2020	TX	9/05/15 - 01/20/2020
LA	9/26/15 - 01/20/2020	UT	9/26/15 - 01/20/2020
MA	9/26/13 - 01/20/2020	VA	9/26/14 - 01/20/2020
ME	9/26/13 - 01/20/2020	VT	9/26/13 - 01/20/2020
MI	9/26/13 - 01/20/2020	WA	9/26/13 - 01/20/2020
MN	9/26/13 - 01/20/2020	WI	9/26/13 - 01/20/2020
MS	9/26/13 - 01/20/2020	WV	9/26/15 - 01/20/2020
MT	9/26/15 - 01/20/2020	WY	9/26/11 - 01/20/2020

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

8. What does the Proposed Settlement provide?

The Proposed Settlement provides significant benefits to members of the Settlement Class. It was negotiated between Plaintiffs and Defendants, through their attorneys, and has been preliminarily approved by the Court. If you are a settlement class member, the Proposed Settlement may provide you with a cash award based on amounts you paid for O'Reilly 303 Tractor Hydraulic Fluid. The award for each class member is estimated to be between 30 and 41 percent of the purchase price the class member paid for O'Reilly 303 Tractor Hydraulic Fluid.

The Settlement Administrator 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, if submitted, each Settlement Class Member's Claim Form or Request for Correction Form.

In addition to monetary relief, Defendants agree not to sell any tractor hydraulic fluid that is labeled by Defendants, or otherwise held out to customers and the public by Defendants, as "303" or as meeting specifications of only John Deere 303.

9. How do I submit a claim for benefits?

Unless you received a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid outside Missouri during the Class Period, you must complete and submit a Claim Form if you wish to receive a monetary award. To submit the Claim Form, you **must** do one of the following: (i) complete an electronic claim form and submit it to the Settlement Administrator via the settlement website at www.nationwideoreilly303thfsettlement.com on or before **May 3, 2021**; or (ii) complete a paper Claim Form and send it to the Settlement Administrator via fax to 215-827-5551, via United States mail, postage prepaid to Nationwide O'Reilly 303 Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to nationwideoreilly303thfsettlement@rg2claims.com by **May 3, 2021**.

10. When will I get my Proposed Settlement benefits?

Settlement benefits will be available only if the Proposed Settlement is finally approved by the Court. The Court will hold a Final Fairness Hearing on **May 27, 2021 at 2:00 p.m.**, to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement and appeals or post-judgment motions are filed, the Proposed Settlement does not become final until all such appeals and post-judgment motions are resolved. It is always uncertain how long such motions and appeals, if any, might take – they can take many months or longer. You should check the settlement website at www.nationwideoreilly303thfsettlement.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

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

If you have purchased O'Reilly 303 Tractor Hydraulic Fluid in the United States other than Missouri during the class period, are not excluded from the Settlement Class by one of the exceptions noted above, and if you do not timely exclude yourself from the Settlement Class as outlined below, you are automatically a Settlement Class Member.

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. In addition, if you stay in the Settlement Class, all of the Court's orders pertaining to the Settlement Class 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 Defendants that arise out of relate to your purchase and use of O'Reilly 303 Tractor Hydraulic Fluid in the United States other than Missouri during the Class Period. The release contained in the proposed Settlement Agreement is set forth below:

Plaintiffs, individually, on behalf of the members of the Settlement Class, and on behalf of Plaintiffs' respective partners, agents, representatives, heirs, executors, personal representatives, successors, and assigns (the "Releasing Parties"), hereby 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, including, but not limited to, O'Reilly Automotive, Inc. (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, whether asserted or not asserted, arising out of or relating to the purchase and/or use of O'Reilly 303 Tractor Hydraulic Fluid in any state in the United States other than Missouri (the "Released Claims"). As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Judgment 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.

12. Can I get out of the Proposed Settlement?

Yes. You can get out of the Proposed Settlement by excluding yourself from the Settlement Class. Excluding yourself from the Settlement Class is sometimes referred to as "opting out." If you exclude yourself from the Settlement Class, you will not and cannot receive any benefits under the Proposed Settlement and you cannot object to the Proposed Settlement. However, you keep the right to file your own lawsuit, or join another lawsuit, against Defendants about the claims in this lawsuit.

13. How do I exclude myself from the Settlement Class?

Except as stated below, to exclude yourself from the Settlement Class, you must do one of the following:

(i) complete an electronic request and submit it to the Settlement Administrator via the settlement website at www.nationwideoreilly303thfsettlement.com on or before May 3, 2021; or (ii) complete a written request to be excluded and send it to the Settlement Administrator via fax to 215-827-5551, via United States mail, postage prepaid to Nationwide O'Reilly 303 Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to nationwideoreilly303thfsettlement@rg2claims.com by May 3, 2021. Any request for exclusion sent by United States mail must be postmarked on or before May 3, 2021.

The request must include at least the following information:

- Your name, current address, and telephone number;
- A statement that you want to be excluded from the case *Allicks, et al., v. Omni Specialty Packaging, LLC, et al.*, Case No. 4:19-cv-01038 (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)

If you timely file an objection to the Proposed Settlement that is later overruled by the Court, you may subsequently submit a request to be excluded from the Settlement via the methods identified above up until, but no later than, ten (10) days after entry of the Court's Final Approval Order granting final approval to the Proposed Settlement.

14. If I don't exclude myself from the Settlement Class, can I still sue Defendants for the same things later?

No. Unless you exclude yourself from the Settlement Class, you give up the right to sue the Released Parties, including Defendants, for any claims arising out of or relating to your purchase of O'Reilly 303 Tractor Hydraulic Fluid in the United States other than Missouri during the Class Period, as described more fully in response to Question No. 11 above. If you want to keep the right to sue Defendants in a new lawsuit relating to this subject matter, you must timely exclude yourself from the Settlement Class. Remember, any exclusion request must be submitted to the Settlement Administrator on or before May 3, 2021.

15. If I exclude myself from the Settlement Class, can I get any benefits from the Proposed Settlement?

No. If you exclude yourself from the Settlement Class, you will not and cannot receive any benefits under the Proposed Settlement.

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

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

If you are a member of the Settlement Class and don't exclude yourself, you can object to the Proposed Settlement or any part of it by filing and serving a written objection as detailed herein. You can ask the Court to deny approval of the Settlement 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 made and the parties to the lawsuit will return to their positions before settlement. If that is what you want to happen, you must object.

To object, you must file your written objection with the Court no later than May 3, 2021 by mailing it to Office of the Clerk of Court (which, for the United States District Court for the Western District of Missouri, is 400 E. 9th Street, Kansas City, Missouri, 64106), filing it in person at the Court, or filing it electronically.

Your objection must provide the O'Reilly 303 Tractor Hydraulic Fluid purchase information required on the Claim Form or set forth in the mailed notice or emailed notice, be signed by you or your attorney, and must include your full name, current address, telephone number, the reasons for your objection, and whether you intend to appear at the fairness hearing on your own behalf or through counsel.

If you wish to appear and speak at the Final Fairness Hearing, you must file a Notice of Appearance with the Court no later than ten (10) business days before the hearing. If the Notice of Appearance was not filed electronically, you must email it to counsel for Plaintiffs at one of the email addresses listed below and to counsel for Defendants at tberra@lewisrice.com.

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

Objecting to the Proposed Settlement is the way to tell the Court what you don't like about the Proposed Settlement as a member of the Settlement Class. You can object only if you initially remain in (i.e., do not exclude yourself from) the Settlement Class. If you timely file an objection to the Proposed Settlement that

is later overruled by the Court, you may subsequently submit a request to be excluded from the Settlement via the methods identified in response to Question No. 13 above, but no later than ten (10) days after entry of the Court's Final Approval Order granting final approval to the Proposed Settlement.

Excluding yourself from the Settlement Class is the way to tell the Court you do not want to participate in the Settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself from the Settlement Class, you cannot also object because the Proposed Settlement no longer will affect you; provided, however, that if you timely file an objection to the Proposed Settlement that is later overruled by the Court, you may subsequently submit a request to be excluded from the Settlement, as explained in response to Question No. 13 above.

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

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

Yes, you may appear and speak at the Final Fairness Hearing by filing an objection and Notice of Appearance in the manner and in the time set forth in response to Question 16 herein. You may also hire your own individual lawyer to speak for you, but you will have to pay for any such lawyer yourself.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing you will remain a Settlement Class Member and all of the Court's orders pertaining to the Settlement Class will apply to you. You won't be able to sue, or join a new lawsuit against, any of the Released Parties that arises out of or relates to your purchase of O'Reilly 303 Tractor Hydraulic Fluid in the United States, other than in Missouri, during the Class Period.

In addition, if you received your purchase history for O'Reilly 303 Tractor Hydraulic Fluid during the class period in a hard copy notice delivered by U.S. Mail and you do nothing, you will receive a monetary award based on that purchase information.

However, if you did not receive your purchase history for O'Reilly 303 Tractor Hydraulic Fluid during the Class Period in a hard copy notice delivered by U.S. Mail, 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 as Class Counsel to represent the Settlement Class:

HORN, AYLWARD & BANDY, LLC
Tom Bender
tbender@hab-law.com
Dirk Hubbard
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10 Hale St., Suite 203
Charleston, West Virginia 25301
Telephone: (304) 345-8999
Facsimile: (304) 345-7638

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 Proposed Settlement.

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

21. How much will lawyers for the Settlement Class be paid and how will they be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees of no more than \$2,105,340.28 and expenses of no more than \$25,000. Class Counsel also will ask the Court to award \$5,000 to each of the sixteen named Plaintiffs. These payments will not come out of the Class Settlement Fund, but instead are to be paid separately by Defendants. Class Counsel will file their fee application no later than **March 4, 2021**. Defendants will pay the amounts awarded by the Court, up to these maximums.

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 **2:00 pm on May 27, 2021**. The Final Fairness Hearing will be conducted via teleconference, unless further notice is given by the Court. This hearing date may be moved, cancelled, or otherwise modified. For updated information regarding the Final Fairness Hearing, please regularly check the following for further details: (i) the settlement website at www.nationwideoreilly303thfsettlement.com; or (ii) the Court docket in this case through either 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 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 4:30 p.m., Monday through Friday, excluding Court holidays.

At the Final Fairness Hearing, the Court will consider all timely and properly raised objections, if any, and will consider whether the Proposed Settlement is fair, reasonable, and adequate to the Settlement Class. The judge may listen to people who have timely and properly objected to the Proposed Settlement and requested 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 Final Fairness Hearing?

No, you don't have to come to the hearing. Class Counsel will answer any questions the Court may have. But you and/or your lawyer are welcome to come at your own expense. If you timely and properly file and serve a written objection, you don't have to come to the hearing for the judge to consider it.

24. Can I speak at the hearing?

Yes, you may, but only if you timely and properly filed and served a written objection and Notice of Appearance, as set forth in response to Question No. 16 above. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

GETTING MORE INFORMATION

25. Are more details about the lawsuit and the Proposed Settlement available? If so, where can I access any additional information?

You can get more information, read common questions and answers, and access documents, including the Settlement Agreement and Release, by visiting the Settlement Website at www.nationwideoreilly303thfsettlement.com or by contacting Class Counsel at the contact information listed in response to Question No. 20 above.

The court files for this case are available for your inspection through either 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 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 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO DEFENDANTS.

AVISO DE DEMANDA COLECTIVA EN FORMATO EXTENDIDO

Si usted adquirió líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, en otro lugar que no sea Missouri, durante el período de la demanda colectiva, es posible que se vea beneficiado por una propuesta de acuerdo de demanda colectiva.

**LEA ESTE AVISO CON ATENCIÓN. SUS DERECHOS LEGALES SE VERÁN AFECTADOS,
INDEPENDIENTEMENTE DE QUE ACTÚE O NO.**

**CONSULTE EL SITIO WEB DEL ACUERDO EN
WWW.NATIONWIDEOREILLY303THFSETTLEMENT.COM CON REGULARIDAD PARA VER
LAS ACTUALIZACIONES Y MÁS INFORMACIÓN**

Este aviso fue autorizado por un tribunal federal. Esta no es una convocatoria de un abogado.

La información detallada sobre el acuerdo propuesto y cómo enviar un formulario de reclamación está disponible en español en línea en www.nationwideoreilly303thfsettlement.com.

- Se llegó a un acuerdo de demanda colectiva en *Allicks, et al. v. Omni Specialty Packaging, LLC, y otros*, Caso 4:19-CV-01038 (W.D. Mo.) Para ver los términos y condiciones precisos del acuerdo: (i) acceda al contrato de acuerdo y divulgación en línea en www.nationwideoreilly303thfsettlement.com; (ii) comuníquese con el abogado de la demanda colectiva, según se explica de manera más detallada debajo; o (iii) acceda a la agenda del tribunal sobre este caso a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (Public Access to Court Electronic Records, PACER) en <https://www.mow.uscourts.gov/> o visitando la Secretaría del Tribunal del Distrito de EE. UU. para el Distrito Oeste de Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, entre las 9:00 a. m. y las 4:30 p. m., de lunes a viernes, excepto los feriados del Tribunal. No llame al Tribunal para pedir información sobre este acuerdo propuesto o sobre el proceso de reclamo.
- Este aviso resume el juicio y el acuerdo de demanda colectiva (a veces nombrado en este aviso como el "acuerdo propuesto").
- En la demanda colectiva, los demandantes alegan que el líquido hidráulico para tractor O'Reilly 303 no cumple con las especificaciones del fabricante del equipo, que presuntamente se mencionan en la etiqueta del producto, y que el uso del líquido hidráulico para tractor O'Reilly 303 en el equipo causa daños en diversas partes del equipo. Los demandados niegan rotundamente todas estas alegaciones y reclamos de delitos y declaran además que las etiquetas del líquido hidráulico para tractor O'Reilly 303 son verdaderas, apropiadas y adecuadas en todos los aspectos.
- Usted es miembro de la demanda colectiva si compró líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, excepto en Missouri, durante el/los intervalo(s) de fechas para el/los Estado(s) de compra enumerado(s) en el cuadro adjunto. Para más información, consulte las respuestas a las preguntas 5, 6 y 7 a continuación. Sin embargo, usted no es miembro del acuerdo colectivo si: (a) el único líquido hidráulico para tractor O'Reilly 303 que usted adquirió fue para revender; (b) usted es empleado, director, funcionario o representante de los demandados o sus compañías subsidiarias o afiliadas; (c) usted es juez del Tribunal en el que la demanda se encuentra pendiente (o en donde podría apelarse), o es miembro de su familia inmediata o miembro del personal. Para más información, consulte las respuestas a las preguntas 5 y 6 a continuación.
- Si usted es miembro del acuerdo colectivo, mediante el acuerdo propuesto usted podrá recibir una compensación en efectivo en base a los montos que pagó por el líquido hidráulico para tractor O'Reilly 303. Se calcula que la compensación para cada miembro del grupo es de entre un 30 y un 41 por ciento del precio de compra que cada miembro de la demanda colectiva pagó por el líquido hidráulico para tractor O'Reilly 303.

SUS DERECHOS Y OPCIONES SI USTED ES MIEMBRO DEL GRUPO:

ACCIÓN		FECHA DE VENCIMIENTO
PRESENTAR UN FORMULARIO DE RECLAMO	En caso de que usted no reciba un aviso impreso por correo de EE. UU., en donde se enumeren sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri, deberá presentar, en tiempo y forma, un formulario de reclamo ante el administrador del acuerdo, a fin de recibir una compensación monetaria según el acuerdo propuesto.	<u>Antes del 3 de mayo de 2021</u>
PRESENTAR UN FORMULARIO DE SOLICITUD DE CORRECCIÓN	En caso de que usted haya recibido un aviso impreso correo de EE. UU. en donde se enumeren sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri y usted considere que la información no es correcta, podrá presentar un formulario de solicitud de corrección al administrador del acuerdo.	<u>Antes del 3 de mayo de 2021</u>
EXCLUIRSE	Usted puede solicitar que se le excluya del grupo del acuerdo mediante la presentación, en tiempo y forma, de una solicitud por escrito al administrador del acuerdo. En caso de que usted lo haga, no recibirá ninguno de los beneficios provistos por el acuerdo propuesto y no podrá objetar el acuerdo propuesto. No obstante, usted conservará su derecho a iniciar una demanda respecto de los reclamos presentados en la demanda colectiva.	<u>Antes del 3 de mayo de 2021</u> (o más tarde si presentó una objeción)
PRESENTAR UNA OBJECIÓN	Usted podrá objetar el acuerdo propuesto presentando una objeción válida y oportuna ante el Tribunal y el abogado de las partes. En caso de que quiera presentar una objeción, usted deberá presentar, en tiempo y forma, un formulario de reclamo válido antes de la fecha especificada anteriormente para recibir una compensación en efectivo (a menos que usted haya recibido un aviso impreso por correo de EE. UU. en donde se enumeren sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri). Usted podrá objetar el acuerdo solo si <u>no</u> solicita ser excluido antes de la fecha mencionada anteriormente. En caso de que usted presente una objeción oportunamente y el Tribunal, más adelante, rechace dicha objeción, usted puede solicitar que se lo excluya del grupo del acuerdo al presentar una solicitud por escrito ante el administrador del acuerdo, dentro de los diez (10) días posteriores del ingreso de la sentencia de aprobación final del Tribunal, en donde se otorga aprobación final del acuerdo propuesto.	<u>Antes del 29 de abril de 2021</u>

NO HACER NADA	<p>En caso de que usted haya recibido un aviso impreso por correo de EE. UU. en donde se enumeran sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri y no hace nada, usted estará legalmente obligado por el acuerdo propuesto (si es aprobado), sus reclamos serán liberados y usted recibirá una compensación monetaria en base a dichas compras.</p> <p>En caso de que usted no haya recibido un aviso impreso por correo de EE. UU. en donde se enumeran sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri y no hace nada, usted estará legalmente obligado por el acuerdo propuesto (si es aprobado), sus reclamos serán liberados pero usted <u>no</u> recibirá una compensación monetaria.</p> <p><u>En caso de que usted no reciba un aviso impreso por correo de EE. UU., en donde se enumeren sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri, deberá presentar, en tiempo y forma, un formulario de reclamo, a fin de recibir una compensación monetaria.</u></p>	
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- En este aviso se explican sus derechos y opciones, **así como los plazos para ejercerlos.**
- Estos **plazos pueden moverse, cancelarse o de alguna otra manera modificarse por parte del Tribunal.** Por consiguiente, consulte regularmente el sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com para ver actualizaciones y más información.
- El Tribunal todavía tiene que decidir si aprueba el acuerdo propuesto. Se otorgarán los beneficios solo si el Tribunal aprueba el acuerdo propuesto y después de que se hayan resuelto las apelaciones que hubiere.

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INFORMACIÓN BÁSICA

1. ¿Por qué recibí este aviso?

Un tribunal ordenó y aprobó este aviso debido a que usted tiene el derecho de saber acerca de un acuerdo que pueda afectarlo. Usted tiene derechos y opciones legales a los que puede recurrir antes de que el Tribunal decida si aprobar o no el Acuerdo propuesto.

Este aviso explica lo siguiente:

- De qué se trata el juicio
- Quiénes están incluidos en el acuerdo propuesto
- Qué beneficios puede traerle el acuerdo propuesto
- Cuáles son sus derechos legales
- Cómo obtener los beneficios del acuerdo propuesto

2. ¿De qué se trata el juicio?

Este caso está pendiente en el tribunal de distrito de los Estados Unidos del distrito occidental de Missouri. El nombre completo de la demanda es *Allicks, y otros, v. Omni Specialty Packaging, LLC, y otros*, N.^o de caso 4:19-CV-01038.

Los demandantes en juicio alegan que Omni Specialty Packaging, LLC, O'Reilly Automotive Stores, Inc. d/b/a O'Reilly Auto Parts y Ozark Automotive Distributors, Inc., ("demandados") infringieron leyes de protección de los consumidores, quebrantaron ciertas garantías, cometieron ciertas falsoedades fraudulentas y negligentes, actuaron con presunta negligencia y se enriquecieron de manera injusta en relación con la venta de líquido hidráulico para tractor O'Reilly 303.

Los demandantes alegan que el líquido hidráulico para tractor O'Reilly 303 no cumple con las especificaciones del fabricante del equipo, que presuntamente se mencionan en la etiqueta del producto, y que el uso del líquido hidráulico para tractor O'Reilly 303 en el equipo causa daños en diversas partes del equipo, que incluyen daños en los engranajes en espiral en la transmisión, desgaste excesivo, pérdidas en los sellos, pérdidas en la bomba y daños por depósitos, viscosidad y espesantes.

Los demandados niegan rotundamente todas estas alegaciones y reclamos de delitos y declaran además que las etiquetas del líquido hidráulico para tractor O'Reilly 303 son verdaderas, apropiadas y adecuadas en todos los aspectos.

El Tribunal no ha dictaminado sobre los reclamos de los demandantes. Los demandantes y los demandados han aceptado el acuerdo propuesto para evitar el riesgo y los gastos de un litigio adicional. Los demandantes consideran que sus reclamaciones tienen sustento, pero que el acuerdo propuesto es justo, razonable y toma en cuenta el mejor interés de los miembros del grupo de conciliación, dado el riesgo y los gastos de un litigio ulterior.

3. ¿Por qué es esta una demanda colectiva?

En una demanda colectiva, una o más personas denominadas representantes del grupo demandan en nombre de personas que tienen reclamos similares. Todas estas personas juntas son un "grupo" o "miembros de un grupo". Un tribunal resuelve los asuntos en dicha demanda colectiva para todos los miembros del grupo, excepto aquellos que decidan excluirse del grupo. En una demanda colectiva, el tribunal tiene la responsabilidad de asegurar que el juicio y la resolución de los reclamos del grupo por parte de los

representantes del grupo y del abogado del grupo sean justos. En este juicio, los representantes del grupo solicitan al tribunal que decidan sobre los asuntos para todas las personas y entidades que hayan comprado líquido hidráulico para tractor O'Reilly 303 en cualquier estado de Estados Unidos, excepto en Missouri, durante el período del grupo.

4. ¿Por qué hay un acuerdo propuesto?

El Tribunal no decidió a favor de ninguna de las partes. En lugar de ello, las partes aceptaron un acuerdo a fin de evitar los gastos y los riesgos de continuar con el juicio. Los representantes del grupo y sus abogados consideran que el acuerdo propuesto es lo mejor para los miembros del grupo.

QUIÉNES ESTÁN EN EL GRUPO DEL ACUERDO PROPUESTO

5. ¿Cómo puedo saber si soy parte del grupo del acuerdo propuesto?

Como parte del acuerdo propuesto, las partes han acordado la certificación de un grupo de acuerdo solo a los efectos de la conciliación. El grupo de conciliación se refiere a todas las personas y otras entidades que adquirieron el líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, excepto en Missouri, durante el período del grupo.

En caso de que esto describa su situación, y usted no está excluido del grupo de conciliación conforme a las excepciones descritas a continuación, usted será automáticamente miembro del grupo de conciliación, a menos que usted se excluya, siguiendo los pasos para la exclusión que se describen a continuación.

Las personas que son miembros del grupo de conciliación y no se excluyen estarán regidas bajo el acuerdo propuesto, si fuera aprobado por el tribunal, independientemente de si presentan o no un formulario de reclamo, y se les impedirá presentar otros reclamos cubiertos por el acuerdo propuesto. Quienes se excluyan del grupo de conciliación no estarán regidos por el acuerdo propuesto y no recibirán ningún pago del acuerdo propuesto.

A fin de recibir una compensación monetaria, usted debe enviar un formulario de reclamo válido A MENOS QUE haya recibido un aviso impreso por correo de EE. UU., en donde se enumeren sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri dentro del período del grupo, en cuyo caso usted no debe realizar nada para recibir la compensación. Si la información de compra en el aviso impreso enviado por correo de EE. UU. es correcta, usted no tendrá que hacer nada más y recibirá una compensación monetaria en función de esa información de compra si el tribunal finalmente aprueba el acuerdo propuesto.

6. ¿Existen excepciones para ser incluido en el grupo de conciliación?

Sí. El grupo de conciliación excluye a aquellos que compraron el líquido hidráulico del tractor de O'Reilly 303 para revender. Asimismo, están excluidos del grupo de conciliación todas las personas que sean empleados, directores, funcionarios y agentes de los demandados y cualquiera de sus compañías subsidiarias y afiliadas, así como también los jueces, secretarios y miembros del personal del Tribunal de Estados Unidos para el distrito occidental de Missouri, la corte de Apelaciones del octavo circuito, la Corte Suprema de los Estados Unidos y sus familiares inmediatos.

7. ¿Qué es el período del grupo?

El período del grupo es el rango de fechas que se enumeran en el cuadro que aparece a continuación, para el estado en el que se realizó una compra de líquido hidráulico para tractor O'Reilly 303. Para ser miembro

del grupo de conciliación, usted debe haber comprado una o más unidades de líquido hidráulico para tractor O'Reilly 303 dentro del/de los rango(s) de fecha para uno o más Estados de compra.

Estado de compra	Rango de fechas	Estado de compra	Rango de fechas
AK	9/26/13 – 01/20/2020	NC	9/26/15 - 01/20/2020
AL	6/28/13 - 01/20/2020	ND	9/26/13 - 01/20/2020
AR	9/26/15 - 01/20/2020	NE	9/26/15 - 01/20/2020
AZ	9/26/15 - 01/20/2020	NH	9/26/15 - 01/20/2020
CA	9/26/15 - 01/20/2020	NM	9/26/15 - 01/20/2020
CO	9/26/16 - 01/20/2020	NV	9/26/15 - 01/20/2020
CT	9/26/13 - 01/20/2020	NY	9/26/13 - 01/20/2020
FL	9/26/15 - 01/20/2020	OH	9/26/13 - 01/20/2020
GA	9/26/15 - 01/20/2020	OK	9/26/14 - 01/20/2020
HI	9/26/13 - 01/20/2020	OR	9/26/13 - 01/20/2020
IA	6/06/14 - 01/20/2020	PA	9/26/13 - 01/20/2020
ID	9/26/15 - 01/20/2020	RI	9/26/09 - 01/20/2020
IL	9/26/14 - 01/20/2020	SC	9/26/13 - 01/20/2020
IN	9/26/13 - 01/20/2020	SD	9/26/13 - 01/20/2020
KS	4/18/15 - 01/20/2020	TN	9/26/13 - 01/20/2020
KY	9/26/14 - 01/20/2020	TX	9/05/15 - 01/20/2020
LA	9/26/15 - 01/20/2020	UT	9/26/15 - 01/20/2020
MA	9/26/13 - 01/20/2020	VA	9/26/14 - 01/20/2020
ME	9/26/13 - 01/20/2020	VT	9/26/13 - 01/20/2020
MI	9/26/13 - 01/20/2020	WA	9/26/13 - 01/20/2020
MN	9/26/13 - 01/20/2020	WI	9/26/13 - 01/20/2020
MS	9/26/13 - 01/20/2020	WV	9/26/15 - 01/20/2020
MT	9/26/15 - 01/20/2020	WY	9/26/11 - 01/20/2020

Rangos de fechas por estados de compra

BENEFICIOS DEL ACUERDO PROPUESTO – LO QUE USTED PUEDE RECIBIR

8. ¿Qué proporciona el acuerdo propuesto?

El acuerdo propuesto ofrece importantes beneficios para los miembros del grupo de conciliación. Fue negociado entre los demandantes y los demandados, a través de sus abogados, y ha sido aprobado, de manera preliminar, por el tribunal. Si usted es miembro del acuerdo colectivo, mediante el acuerdo propuesto usted podrá recibir una compensación en efectivo en base a los montos que pagó por el líquido hidráulico para tractor O'Reilly 303. Se calcula que la remuneración para cada miembro de la demanda colectiva es de entre un 30 y un 41 por ciento del precio de compra que cada miembro de la demanda colectiva pagó por el líquido hidráulico para tractor O'Reilly 303.

El administrador del acuerdo determinará el monto al que cada miembro elegible del grupo de conciliación tendrá derecho a recibir, en virtud del acuerdo propuesto y sobre la base de la información proporcionada por los demandados y, si se presenta, según el formulario de reclamo o el formulario de solicitud de corrección de cada miembro del grupo de conciliación.

Además de la compensación monetaria, los demandados se comprometen a no vender el líquido hidráulico para tractor que sea etiquetado por los demandados, o que de otro modo se ofrezca a los clientes y al público por parte de los demandados, como "303" o como que cumple con las especificaciones solo para John Deere 303.

9. ¿Cómo puedo presentar un reclamo por los beneficios?

A menos que usted haya recibido un aviso impreso por correo de EE. UU., en donde se enumeren sus compras de líquido hidráulico para tractor O'Reilly 303 fuera de Missouri durante el período de grupo, deberá completar y presentar un formulario de reclamo, a fin de recibir una compensación monetaria. Para presentar el formulario de reclamo, usted debe hacer una de las siguientes cosas: (i) completar un formulario de reclamo electrónico y enviarlo al administrador del acuerdo a través del sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com antes del 3 de mayo de 2021; o (ii) completar un formulario de reclamo en papel y enviarlo al administrador del acuerdo por fax al 215-827-5551, por correo de los Estados Unidos, con franqueo pagado a Nationwide O'Reilly 303 Settlement, c/o RG/2 reclamos administración, P.O. Box 59479, Philadelphia, PA 19102-9479 o por correo electrónico a nationwideoreilly303thfsettlement@rg2claims.com antes del 3 de mayo de 2021.

10. ¿Cuándo recibiré los beneficios del acuerdo propuesto?

Los beneficios del acuerdo estarán disponibles solo si el Tribunal aprueba finalmente el acuerdo propuesto. El Tribunal realizará una audiencia de equidad final el 27 de mayo de 2021 a las 2:00 p. m. para decidir si aprueba el acuerdo propuesto. En caso de que el Tribunal apruebe el acuerdo propuesto y se interpongan apelaciones o mociones posteriores a la sentencia, el acuerdo propuesto no pasará a ser definitivo hasta que se resuelvan todas las apelaciones y las mociones posteriores a la sentencia. Siempre es incierto cuánto tiempo demorarán dichas mociones y apelaciones, si las hubiere. Pueden demorar varios meses o más. Usted debe consultar el sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com para conocer las actualizaciones sobre el estado del acuerdo propuesto y los plazos correspondientes. Le pedimos que tenga paciencia.

SUS DERECHOS Y OPCIONES - QUÉ SUCDE SI USTED SE EXCLUYE DEL ACUERDO PROUESTO

11. ¿A qué estoy renunciando por permanecer en el grupo de conciliación?

Si usted ha comprado líquido hidráulico para tractor O'Reilly 303 en Estados Unidos, menos en Missouri, durante el período de grupo, no se encuentra excluido del grupo de conciliación por ninguna de las excepciones mencionadas anteriormente y si no se excluye a usted mismo del grupo de conciliación como se describe a continuación, usted automáticamente es miembro del grupo de conciliación.

En caso de que usted permanezca en el grupo de conciliación, no podrá demandar ni ser parte de ningún otro juicio contra los demandados respecto de los reclamos incluidos en este juicio. Además, si usted permanece en el grupo de conciliación, todas las sentencias del Tribunal correspondientes al grupo de conciliación se aplicarán a usted.

Al permanecer en el grupo de conciliación, usted se convierte en un miembro del grupo de conciliación y acepta exonerar, renunciar y cancelar de manera completa, final y permanente todo reclamo actual o futuro que podría presentar contra los demandados, que se relacionen con su compra y uso del líquido hidráulico para tractor O'Reilly 303 en Estados Unidos, excepto en Missouri, durante el período de grupo. A continuación, se describe la divulgación contenida en el contrato de conciliación propuesto:

Los demandantes, en forma individual, en nombre de los miembros del grupo de conciliación, y en nombre de los respectivos socios, agentes, representantes, herederos, ejecutores, representantes personales, sucesores y cesionarios de los demandantes (las "partes exoneradoras"), por el exoneran y liberan para siempre a los demandados, junto con sus respectivos funcionarios, empleados, agentes, representantes, distribuidores, clientes minoristas y/o revendedores, abogados, contadores, aseguradores, predecesores, sucesores, cesionarios, representantes legales, compañías asociadas, subsidiarias y afiliadas pasados, presentes y futuros, incluyendo, entre otros, a O'Reilly Automotive, Inc. (las "partes exoneradas") de todos los reclamos, causas de acción, demandas, obligaciones, deudas, demandas, acuerdos, promesas, responsabilidades, daños, pérdidas, controversias, costos, gastos y honorarios de abogados de cualquier naturaleza, sean aseveradas o no, que surjan en virtud o como consecuencia de la compra y/o el uso del líquido hidráulico para tractor O'Reilly 303 en cualquier estado de los Estados Unidos, menos en Missouri (los "reclamos exonerados"). A partir de la fecha de entrada en vigencia, se considerará que las partes exoneradoras, y por el funcionamiento de la sentencia final, liberarán, renunciarán y exonerarán de manera completa, final y permanente todos los reclamos exonerados contra las partes exoneradas, de conformidad con los términos de este contrato de acuerdo.

12. ¿Puedo salir del acuerdo propuesto?

Sí. Usted puede salir del acuerdo propuesto al excluirse del grupo del acuerdo. Excluirse del grupo del acuerdo a veces se conoce como "no participar". En caso de que usted se excluya del grupo del acuerdo, no podrá recibir ningún beneficio en virtud del acuerdo propuesto y no podrá objetar el acuerdo propuesto. No obstante, usted conserva el derecho de presentar su propia demanda, o unirse a otra demanda, contra los demandados respecto de los reclamos en virtud de este juicio.

13. ¿Cómo me excluyo del grupo del acuerdo?

Excepto como se establece a continuación, para excluirse del grupo del acuerdo, usted debe hacer una de las siguientes acciones:

(i) completar un formulario de reclamo electrónico y enviarlo al administrador del acuerdo a través del sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com antes del 3 de mayo de 2021 (o más tarde si presentó una objeción); o (ii) completar una solicitud por escrito para ser excluido y enviarla al administrador del acuerdo por fax al 215-827-5551, por correo de Estados Unidos, con franqueo pagado a Nationwide O'Reilly 303 Settlement, c/o RG/2 reclamos administración, P.O. Box 59479, Philadelphia, PA 19102-9479 o por correo electrónico a nationwideoreilly303thfsettlement@rg2claims.com antes del 3 de mayo de 2021 (o más tarde si presentó una objeción). Toda solicitud de exclusión enviada por correo de Estados Unidos deberá tener matasellos anterior al 3 de mayo de 2021 (o más tarde si presentó una objeción).

La solicitud debe incluir, como mínimo, la siguiente información:

- Su nombre, dirección actual y número de teléfono.
- Una declaración que diga que usted quiere ser excluido del caso *Allicks, y otros., v. Omni Specialty Packaging, LLC, y otros.*, N.º de caso 4:19-CV-01038 (W.D. Mo.), que usted no desea ser miembro del grupo del acuerdo y que desea quedar excluido de cualquier juicio relacionado con este caso;
- Su firma (o la firma de su abogado)

En caso de que usted presente una objeción oportunamente al acuerdo propuesto y el Tribunal, más adelante, rechaza dicha objeción, usted puede solicitar que se lo excluya del grupo del acuerdo a través de los métodos que se mencionan arriba dentro de los diez (10) días posteriores del ingreso de la sentencia de aprobación final del Tribunal, en donde se otorga aprobación final del acuerdo propuesto.

14. Si no me excluyo del grupo del acuerdo, ¿puedo de todas maneras presentar una acción legal contra los demandados por los mismos reclamos más adelante?

No. A menos que usted se excluya del grupo del acuerdo, usted renuncia al derecho de demandar a las partes exoneradas, que incluyen a los demandados, por cualquier reclamo que surja en virtud o como consecuencia de su compra del líquido hidráulico para tractor O'Reilly 303 en Estados Unidos, excepto en Missouri, durante el período de grupo, tal como se describe en mayor detalle en respuesta a la pregunta N.º 11 más arriba. Si usted desea conservar el derecho a demandar a los demandados en un nuevo juicio relacionado con este asunto, deberá excluirse oportunamente del grupo del acuerdo. Recuerde que cualquier solicitud de exclusión deberá presentarse ante el administrador del acuerdo antes de 3 de mayo de 2021 (o más tarde si presentó una objeción).

15. Si me excluyo del grupo del acuerdo, ¿puedo obtener algún beneficio del acuerdo propuesto?

No. En caso de que usted se excluya del grupo del acuerdo, no podrá recibir ningún beneficio en virtud del acuerdo propuesto.

SUS DERECHOS Y OPCIONES - OBJECIÓN AL ACUERDO PROPUESTO

16. ¿Cómo puedo decirle al Tribunal que no me gusta el acuerdo propuesto?

En caso de que usted sea miembro del grupo del acuerdo y no se excluya, podrá objetar el acuerdo propuesto o cualquier parte del mismo presentando una objeción por escrito tal como se detalla en el presente. Usted puede pedirle al tribunal que rechace la aprobación del acuerdo mediante la presentación de una objeción. No puede pedirle al tribunal que ordene un acuerdo más amplio; el tribunal solo podrá aprobar o rechazar el acuerdo propuesto. En caso de que el tribunal rechace la aprobación, no se realizarán pagos dentro del acuerdo propuesto.

acuerdo y las partes de la demanda volverán a sus cargos antes del acuerdo. Si eso es lo que usted desea que suceda, debe objetar.

Para objetar, usted deberá presentar su objeción por escrito ante el tribunal antes del **29 de abril de 2021** por correo a la oficina del Secretario del tribunal (que, para la corte de distrito de Estados Unidos del distrito occidental de Missouri, es en 400 E. 9th Street, Kansas City, Missouri, 64106), personalmente ante el tribunal o de manera electrónica.

En su objeción se deberá proporcionar la información de la compra del líquido hidráulico para tractor O'Reilly 303 requerida en el formulario de reclamo o establecida en el aviso por correo postal o correo electrónico, debe estar firmada por usted o por su abogado y debe incluir su nombre completo, dirección actual, número de teléfono, motivos de su objeción y si usted tiene la intención de presentarse a la audiencia de equidad en su nombre o representado por un abogado.

Si usted desea presentarse y hablar en la audiencia de equidad final, deberá presentar un aviso de comparecencia ante el tribunal a más tardar dentro de los diez (10) días hábiles anteriores a la audiencia. En caso de que la notificación de comparecencia no estuviera archivada electrónicamente, deberá enviarla por correo electrónico al abogado de los demandantes a una de las direcciones de correo electrónico que se mencionan a continuación y al abogado de los demandados a tberra@lewisrice.com.

17. ¿Cuál es la diferencia entre objetar el acuerdo propuesto y excluirme del grupo del acuerdo?

La objeción al acuerdo propuesto es la manera de decirle al tribunal lo que no le gusta del acuerdo propuesto como miembro del grupo del acuerdo. Usted podrá objetar únicamente si se encuentra inicialmente (es decir, no se excluye) en el grupo del acuerdo. En caso de que usted presente una objeción oportunamente al acuerdo propuesto y el Tribunal, más adelante, rechaza dicha objeción, usted puede solicitar que se lo excluya del grupo del acuerdo a través de los métodos que se mencionan en respuesta a la pregunta N.^o 13 arriba, dentro de los diez (10) días posteriores del ingreso de la sentencia de aprobación final del Tribunal, en donde se otorga aprobación final del acuerdo propuesto.

Excluirse del grupo del acuerdo es la manera de decirle al tribunal que usted no desea participar en el acuerdo y que desea conservar el derecho de presentar su propia demanda. En caso de que usted se excluya del grupo del acuerdo, no podrá objetar porque el acuerdo propuesto ya no lo afectará; a menos que, no obstante, en caso de que usted presente en forma oportuna una objeción al acuerdo propuesto y posteriormente sea revocado por el tribunal, sí podrá presentar posteriormente presentar una solicitud de exclusión al acuerdo, según lo explicado en respuesta a la pregunta N.^o 13 más arriba.

SUS DERECHOS Y ELECCIONES - PRESENTACIÓN EN LA DEMANDA

18. ¿Puedo presentarme o declarar en este juicio y acuerdo propuesto?

Sí, usted podrá presentarse y declarar en la audiencia de equidad final mediante la presentación de una objeción y un Aviso de Comparecencia de la manera y en el momento establecidos en respuesta a la pregunta 16 del presente. Usted también podrá contratar a su propio abogado para que hable en nombre de usted, pero tendrá que pagar usted mismo los honorarios de dicho abogado.

SI NO HACE NADA

19. ¿Qué ocurre si no hago nada en absoluto?

Si usted no hace nada, seguirá siendo miembro del grupo de conciliación y todas las sentencias del tribunal correspondientes al grupo de conciliación se aplicarán a usted. Usted no podrá demandar, ni se unirá a una

nueva demanda en contra de ninguna de las partes exoneradas, que surja en virtud o como consecuencia de su compra del líquido hidráulico para tractor O'Reilly 303 en Estados Unidos, excepto en Missouri, durante el período del grupo.

Además, si usted recibió su historial de compra del líquido hidráulico para tractor O'Reilly 303 durante el período del grupo en un aviso impreso por correo de EE. UU. y no toma ninguna medida, recibirá una compensación monetaria en base a dicha información de compra.

Sin embargo, si usted no recibió su historial de compra del líquido hidráulico para tractor O'Reilly 303 durante el período del grupo en un aviso impreso por correo de EE. UU., no recibirá una compensación monetaria como parte del acuerdo. Para recibir dicha compensación, debe presentar un formulario de reclamo válido en tiempo y forma.

LOS ABOGADOS QUE LO REPRESENTAN

20. ¿Tengo un abogado para este caso?

Sí, el Tribunal ha designado a los siguientes abogados como asesores del grupo para representar al grupo del acuerdo:

Horn Aylward & bandy, LLC
Tom Bender
tbender@hab-law.com
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BOLEN ROBINSON & ELLIS, LLP

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GRIFFITH LAW CENTER, PLLC

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One Bridge Place
10 Hale St., suite 203
Charleston, West Virginia 25301
Teléfono (304) 345-8999
Fax (304) 345-7638

No tendrá que pagar por los servicios de estos abogados. Usted puede llamar a estos abogados por cualquier pregunta acerca del juicio o del acuerdo, o para debatir el acuerdo propuesto.

Usted también podrá consultar con su propio abogado por su propia cuenta y cargo.

21. ¿Cuánto se le pagará a los abogados del grupo del acuerdo y cómo se hará este pago?

El abogado del grupo le solicitará al tribunal que apruebe el pago de los honorarios de los abogados en no más de \$2.105.340,28 y gastos de no más de \$25.000. El abogado del grupo también solicitará al tribunal que otorgue \$5.000 a cada uno de los diecisésis demandantes nombrados. Estos pagos no se deducirán del fondo del acuerdo de grupo, sino que harán por separado por parte de los demandados. El abogado del grupo presentará su solicitud de honorarios antes del **4 de marzo de 2021**. Los demandados pagarán las sumas otorgadas por el tribunal, hasta estos máximos.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

22. ¿Cuándo y dónde decidirá el tribunal si aprueba el acuerdo propuesto?

El tribunal llevará a cabo una audiencia de equidad final el **27 de mayo de 2021 a las 2:00 p. m.** La audiencia de equidad final se realizará por teleconferencia, a menos que el tribunal decida otra cosa. La fecha de la audiencia podrá ser trasladada, cancelada o modificada de algún otro modo. Para ver información actualizada acerca de la audiencia de equidad final, consulte regularmente lo siguiente: (i) el sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com; o (ii) los temas a tratar del tribunal sobre este caso, ya sea a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (Public Access to Court Electronic Records, PACER) en <https://www.mow.uscourts.gov/> o visitando la Secretaría del Tribunal del Distrito de EE. UU. para el distrito occidental de Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, entre las 9:00 a. m. y las 4:30 p. m., de lunes a viernes, excepto los feriados del tribunal.

En la audiencia de equidad final, el tribunal tendrá en cuenta todas las objeciones planteadas de manera oportuna y adecuada, si las hubiera, y evaluará si el acuerdo propuesto es justo, razonable y adecuado para el grupo del acuerdo. El juez podrá escuchar a las personas que hayan presentado una objeción de manera oportuna y adecuada al acuerdo propuesto y hayan solicitado declarar en la audiencia. El juez también podrá decidir cuánto otorgar a un abogado del grupo por sus honorarios y gastos. En la audiencia o después de la misma, el juez decidirá si aprobar o no el acuerdo propuesto. No sabemos cuánto tiempo llevará tomar estas decisiones.

23. ¿Tengo que asistir a la Audiencia de Equidad Final?

No, no tiene que asistir a la audiencia. El abogado del grupo responderá las preguntas que el tribunal pueda tener. Sin embargo, usted y/o su abogado pueden asistir por su cuenta y cargo. Si usted presenta en forma oportuna y adecuada una objeción por escrito, no tendrá que acudir a la audiencia para que el juez la tenga en cuenta.

24. ¿Puedo declarar en la audiencia?

Sí, puede hacerlo, pero solo si usted presentó, de manera oportuna y adecuada, una objeción por escrito y un Aviso de Comparecencia, tal como se establece en respuesta a la pregunta N.^o 16 más arriba. No puede declarar en la audiencia si se ha excluido del grupo del acuerdo.

CÓMO OBTENER MÁS INFORMACIÓN

25. **¿Se encuentra disponible más información acerca de la demanda y el acuerdo propuesto? En ese caso, ¿dónde puedo acceder la información adicional?**

Usted puede obtener más información, leer preguntas y respuestas comunes y acceder a los documentos, incluido el acuerdo de conciliación y divulgación en el sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com o comunicándose con el abogado del grupo mediante la información de contacto mencionada en la respuesta a la pregunta N.º 20 más arriba.

Los archivos del tribunal para este caso están disponibles para que usted los consulte en el sistema de Acceso Público a los Registros Electrónicos del Tribunal (Public Access to Court Electronic Records, PACER) en <https://www.mow.uscourts.gov/> o visitando la Secretaría del Tribunal del Distrito de EE. UU. para el distrito occidental de Missouri, 400 E. 9th Street, Kansas City, Missouri, 64106, entre las 9:00 a. m. y las 4:30 p. m., de lunes a viernes, excepto los feriados del tribunal.

POR FAVOR, NO LLAME NI HAGA NINGUNA CONSULTA A LOS DEMANDADOS.

CLAIM FORM AND INSTRUCTIONS

**The Settlement Administrator must receive this form no later than May 3, 2021
in order for it to be considered.**

Allicks, et al., v. Omni Specialty Packaging, LLC, et al.
Case Number 4:19-cv-01038 (U.S. Dist. Court, W.D. Mo.)

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

1. 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 O'Reilly 303 Tractor Hydraulic Fluid in the United States, excluding Missouri, during the Date Range(s) for the State(s) of Purchase listed on the chart enclosed herewith.
2. If you wish to receive this relief and if you did not receive a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid in this action, you must timely submit the form below to receive monetary compensation. Please type or print legibly in black ink.
3. If you did receive a hard copy notice by U.S. Mail in this action correctly listing your O'Reilly 303 THF purchases, you do not have to complete this form.
4. Please review the Long Form Class Notice and have it with you when you complete your Claim Form. A copy is available on the settlement website at www.nationwideoreilly303thfsettlement.com or by calling the Settlement Administrator at 1-866-742-4955.
5. If you received an e-mail notice listing your O'Reilly 303 THF purchase information, you may use that information, along with the detailed purchase information available on the Class Data page of the website www.nationwideoreilly303thfsettlement.com, to complete your Claim Form.
6. If you desire an acknowledgment of receipt of your Claim Form, send it by Certified Mail, Return Receipt Requested.
7. 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.nationwideoreilly303thfsettlement.com on or before May 3, 2021; or (ii) complete a paper Claim Form and send it via fax to 215-827-5551, via United States mail, postage prepaid to Nationwide O'Reilly 303 Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to nationwideoreilly303thfsettlement@rg2claims.com by May 3, 2021.
8. Once your Claim Form is received, the Settlement Administrator will review the Claim Form for compliance.
9. 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

Claimant Name:

Street Address:

City, State, Zip Code:

Phone:

Email:

Below, list your purchases of O'Reilly 303 Tractor Hydraulic Fluid in the United States, excluding Missouri, during the Date Range(s) for the State(s) of Purchase on the chart enclosed herewith. Do not list any units of O'Reilly 303 Tractor Hydraulic Fluid that you returned to the store after purchase or that you purchased for resale.

¹ List: 1 Gal., 5 Gal., or 55 Gal., as appropriate.

List the equipment in which you used the O'Reilly 303 Tractor Hydraulic Fluid listed above:

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:

Nationwide O'Reilly 303 Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
1-866-742-4955
nationwideoreilly303thfsettlement@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) 595-7723 (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.

Date Ranges by States of Purchase

State of Purchase	Date Range	State of Purchase	Date Range
AK	9/26/13 – 01/20/2020	NC	9/26/15 - 01/20/2020
AL	6/28/13 - 01/20/2020	ND	9/26/13 - 01/20/2020
AR	9/26/15 - 01/20/2020	NE	9/26/15 - 01/20/2020
AZ	9/26/15 - 01/20/2020	NH	9/26/15 - 01/20/2020
CA	9/26/15 - 01/20/2020	NM	9/26/15 - 01/20/2020
CO	9/26/16 - 01/20/2020	NV	9/26/15 - 01/20/2020
CT	9/26/13 - 01/20/2020	NY	9/26/13 - 01/20/2020
FL	9/26/15 - 01/20/2020	OH	9/26/13 - 01/20/2020
GA	9/26/15 - 01/20/2020	OK	9/26/14 - 01/20/2020
HI	9/26/13 - 01/20/2020	OR	9/26/13 - 01/20/2020
IA	6/06/14 - 01/20/2020	PA	9/26/13 - 01/20/2020
ID	9/26/15 - 01/20/2020	RI	9/26/09 - 01/20/2020
IL	9/26/14 - 01/20/2020	SC	9/26/13 - 01/20/2020
IN	9/26/13 - 01/20/2020	SD	9/26/13 - 01/20/2020
KS	4/18/15 - 01/20/2020	TN	9/26/13 - 01/20/2020
KY	9/26/14 - 01/20/2020	TX	9/05/15 - 01/20/2020
LA	9/26/15 - 01/20/2020	UT	9/26/15 - 01/20/2020
MA	9/26/13 - 01/20/2020	VA	9/26/14 - 01/20/2020
ME	9/26/13 - 01/20/2020	VT	9/26/13 - 01/20/2020
MI	9/26/13 - 01/20/2020	WA	9/26/13 - 01/20/2020
MN	9/26/13 - 01/20/2020	WI	9/26/13 - 01/20/2020
MS	9/26/13 - 01/20/2020	WV	9/26/15 - 01/20/2020
MT	9/26/15 - 01/20/2020	WY	9/26/11 - 01/20/2020

FORMULARIO DE RECLAMACIÓN E INSTRUCCIONES

El administrador del acuerdo deberá recibir este formulario a más tardar el 3 de mayo de 2021 para poder tenerlo en cuenta.

Allicks, y otros., v. Omni Specialty Packaging, LLC, y otros.

Número de caso 4:19-CV-01038 (Tribunal de Distrito de EE. UU. W. D. Mo.)

Por favor, lea detenidamente todas las siguientes instrucciones antes de completar el formulario de reclamación.

1. Conforme a los términos del acuerdo en esta demanda colectiva, usted puede tener derecho a recibir un premio monetario en función de su compra del líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, excepto en Missouri, durante el/los intervalo(s) de fechas para el/los Estado(s) de compra enumerado(s) en el cuadro adjunto.
2. Si usted desea recibir esta compensación y no recibió un aviso en papel por correo de EE. UU. en el que se enumeran sus compras de líquido hidráulico para tractor O'Reilly 303 en esta demanda, debe enviar el siguiente formulario en tiempo y forma, a fin de recibir una remuneración monetaria. Por favor, escriba o ingrese de manera legible con tinta negra.
3. En caso de que usted haya recibido un aviso impreso por correo de EE. UU. en donde se enumeran de manera correcta sus compras de líquido hidráulico para tractor O'Reilly, no debe completar este formulario.
4. Revise el aviso de demanda colectiva del formulario largo y téngalo a mano cuando complete el formulario de reclamación. Hay una copia disponible en el sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com o puede llamar al administrador del acuerdo al 1-866-742-4955.
5. En caso de que usted haya recibido una notificación de correo electrónico en la que se enumerara su información de compra de O'Reilly 303 THF, usted podrá usar esa información, junto con la información de compra detallada disponible en la página de datos del curso del sitio Web. www.nationwideoreilly303thfsettlement.com, para completar su formulario de reclamos.
6. En caso de que usted desee un acuse de recibo del formulario de reclamo, envíelo por correo certificado con solicitud de recibo de devolución.
7. Para presentar el formulario de reclamo, usted debe hacer una de las siguientes cosas: (i) completar un formulario de reclamo electrónico y enviarlo a través del sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com antes del 3 de mayo de 2021; o (ii) completar un formulario de reclamo en papel y enviarlo por fax al 215-827-5551, por correo de los Estados Unidos, con franqueo pagado a Nationwide O'Reilly 303 Settlement, c/o RG/2 reclamos administración, P.O. Box 59479, Philadelphia, PA 19102-9479 o por correo electrónico a nationwideoreilly303thfsettlement@rg2claims.com antes del 3 de mayo de 2021.
8. Una vez que se reciba su formulario de reclamo, el administrador del acuerdo lo revisará para su cumplimiento.
9. Guarde una copia de su formulario de reclamo para sus registros. En caso de que se rechace su reclamo, el administrador del acuerdo le notificará el rechazo por correo de EE. UU. o por correo electrónico y le explicará los motivos del mismo.

INFORMACIÓN SOBRE RECLAMOS

Nombre del solicitante:

Dirección postal:

Ciudad, Estado, Código postal:

Teléfono:

Correo electrónico:

A continuación, enumere sus compras de líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, excepto en Missouri, durante el/los intervalo(s) de fechas para el/los Estado(s) de compra enumerado(s) en el cuadro adjunto. No enumere ninguna unidad de líquido hidráulico para tractor O'Reilly 303 que usted haya devuelto a la tienda después de la compra o que usted haya comprado para revender.

¹ Lista 1 gal., 5 gal., o 55 gal, según corresponda.

Enumere los equipos en los que usted utilizó el líquido hidráulico para tractor O'Reilly 303 que mencionó arriba:

Conforme a 28 USC § 1746, declaro bajo pena de perjurio que lo anterior es verdadero y correcto.

Firma: _____ Fecha: _____

Nombre impreso: _____

Si tiene preguntas sobre este formulario o sobre el acuerdo, comuníquese con el administrador del acuerdo en:

Nationwide O'Reilly 303 Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
1-866-742-4955
nationwideoreilly303thfsettlement@rg2claims.com

También podrá comunicarse con los abogados de la demanda colectiva en:

Thomas V. Bender
Horn Aylward & bandy, LLC
2600 Grand Boulevard, Ste. 1100
Kansas City, MO 64108
(816) 595-7723 (teléfono)
(816) 421-0899 (fax)
tbender@hab-law.com

Por favor, no se comunique con los demandados, con el Tribunal ni con la Secretaría del Tribunal
respecto del acuerdo.

Rangos de fechas por estados de compra

Estado de compra	Rango de fechas	Estado de compra	Rango de fechas
AK	9/26/13 – 01/20/2020	NC	9/26/15 - 01/20/2020
AL	6/28/13 - 01/20/2020	ND	9/26/13 - 01/20/2020
AR	9/26/15 - 01/20/2020	NE	9/26/15 - 01/20/2020
AZ	9/26/15 - 01/20/2020	NH	9/26/15 - 01/20/2020
CA	9/26/15 - 01/20/2020	NM	9/26/15 - 01/20/2020
CO	9/26/16 - 01/20/2020	NV	9/26/15 - 01/20/2020
CT	9/26/13 - 01/20/2020	NY	9/26/13 - 01/20/2020
FL	9/26/15 - 01/20/2020	OH	9/26/13 - 01/20/2020
GA	9/26/15 - 01/20/2020	OK	9/26/14 - 01/20/2020
HI	9/26/13 - 01/20/2020	OR	9/26/13 - 01/20/2020
IA	6/06/14 - 01/20/2020	PA	9/26/13 - 01/20/2020
ID	9/26/15 - 01/20/2020	RI	9/26/09 - 01/20/2020
IL	9/26/14 - 01/20/2020	SC	9/26/13 - 01/20/2020
IN	9/26/13 - 01/20/2020	SD	9/26/13 - 01/20/2020
KS	4/18/15 - 01/20/2020	TN	9/26/13 - 01/20/2020
KY	9/26/14 - 01/20/2020	TX	9/05/15 - 01/20/2020
LA	9/26/15 - 01/20/2020	UT	9/26/15 - 01/20/2020
MA	9/26/13 - 01/20/2020	VA	9/26/14 - 01/20/2020
ME	9/26/13 - 01/20/2020	VT	9/26/13 - 01/20/2020
MI	9/26/13 - 01/20/2020	WA	9/26/13 - 01/20/2020
MN	9/26/13 - 01/20/2020	WI	9/26/13 - 01/20/2020
MS	9/26/13 - 01/20/2020	WV	9/26/15 - 01/20/2020
MT	9/26/15 - 01/20/2020	WY	9/26/11 - 01/20/2020

REQUEST FOR CORRECTION FORM AND INSTRUCTIONS

The Settlement Administrator must receive this form no later than May 3, 2021 in order for it to be considered.

Allicks, et al., v. Omni Specialty Packaging, LLC, et al.
Case Number 4:19-cv-01038 (U.S. Dist. Court, W.D. Mo.)

Please read all of the following instructions carefully before filling out this form.

1. If you received a hard copy notice by U.S. Mail correctly listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid in the United States, excluding Missouri, during the Date Range(s) for the State(s) of Purchase listed in the chart enclosed herewith, you do not have to complete this form.
2. Complete this form only if: (i) you received a hard copy notice by U.S. Mail listing your purchases of O'Reilly 303 Tractor Hydraulic Fluid in the United States, excluding Missouri, during the Date Range(s) for the State(s) of Purchase listed in the chart enclosed herewith; and (ii) you believe that the purchase history is not accurate.
3. In addition to completing this form, provide any documentation you have regarding your purchases or otherwise supporting your belief that the purchase history is not accurate.
4. The Settlement Administrator will make a determination regarding your form based on review of your submission and supporting documentation.
5. If you desire an acknowledgment of receipt of your Request for Correction Form, send it by Certified Mail, Return Receipt Requested.
6. If you wish to submit the Request for Correction Form, you must do one of the following: (i) complete an electronic form and submit it via the settlement website at www.nationwideoreilly303thfsettlement.com on or before May 3, 2021; or (ii) complete a paper form and send it via fax to 215-827-5551, via United States mail, postage prepaid to Nationwide O'Reilly and 303 Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or via e-mail to nationwideoreilly303thfsettlement@rg2claims.com by May 3, 2021.
7. Keep a copy of your completed Request for Correction Form and supporting documents for your records. If your Request for Correction 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

Claimant Name:

Street Address:

City, State, Zip Code:

Phone:

Email:

Below, list your purchases of O'Reilly 303 Tractor Hydraulic Fluid in the United States, excluding Missouri, during the Date Range(s) for the State(s) of Purchase on the chart enclosed herewith. Do not list

any units of O'Reilly 303 Tractor Hydraulic Fluid that you returned to the store after purchase or that you purchased for resale.

List the equipment in which you used the O'Reilly 303 Tractor Hydraulic Fluid listed above:

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury the foregoing is true and correct.

Signature: _____ Date: _____

Print Name: _____

Date: _____

If you have any questions about this form or the Settlement, please contact the Settlement Administrator at:

Nationwide O'Reilly 303 Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
1-866-742-4955
nationwideoreilly303thfsettlement@rg2claims.com

¹ List: 1 Gal.; 5 Gal.; or 55 Gal., as appropriate

You may also contact Class Counsel at:

Thomas V. Bender
Horn Aylward & Bandy, LLC
2600 Grand Boulevard, Ste. 1100
Kansas City, MO 64108
(816) 595-7723 (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.

Date Ranges by States of Purchase

State of Purchase		Date Range	State of Purchase		Date Range
AK		9/26/13 – 01/20/2020	NC		9/26/15 - 01/20/2020
AL		6/28/13 - 01/20/2020	ND		9/26/13 - 01/20/2020
AR		9/26/15 - 01/20/2020	NE		9/26/15 - 01/20/2020
AZ		9/26/15 - 01/20/2020	NH		9/26/15 - 01/20/2020
CA		9/26/15 - 01/20/2020	NM		9/26/15 - 01/20/2020
CO		9/26/16 - 01/20/2020	NV		9/26/15 - 01/20/2020
CT		9/26/13 - 01/20/2020	NY		9/26/13 - 01/20/2020
FL		9/26/15 - 01/20/2020	OH		9/26/13 - 01/20/2020
GA		9/26/15 - 01/20/2020	OK		9/26/14 - 01/20/2020
HI		9/26/13 - 01/20/2020	OR		9/26/13 - 01/20/2020
IA		6/06/14 - 01/20/2020	PA		9/26/13 - 01/20/2020
ID		9/26/15 - 01/20/2020	RI		9/26/09 - 01/20/2020
IL		9/26/14 - 01/20/2020	SC		9/26/13 - 01/20/2020
IN		9/26/13 - 01/20/2020	SD		9/26/13 - 01/20/2020
KS		4/18/15 - 01/20/2020	TN		9/26/13 - 01/20/2020
KY		9/26/14 - 01/20/2020	TX		9/05/15 - 01/20/2020
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MA		9/26/13 - 01/20/2020	VA		9/26/14 - 01/20/2020
ME		9/26/13 - 01/20/2020	VT		9/26/13 - 01/20/2020
MI		9/26/13 - 01/20/2020	WA		9/26/13 - 01/20/2020
MN		9/26/13 - 01/20/2020	WI		9/26/13 - 01/20/2020
MS		9/26/13 - 01/20/2020	WV		9/26/15 - 01/20/2020
MT		9/26/15 - 01/20/2020	WY		9/26/11 - 01/20/2020

SOLICITUD DE FORMULARIO DE CORRECCIÓN E INSTRUCCIONES

El administrador del acuerdo deberá recibir este formulario a más tardar el **3 de mayo de 2021** para poder tenerlo en cuenta.

Allicks, y otros., v. Omni Specialty Packaging, LLC, y otros.

Número de caso **4:19-CV-01038** (Tribunal de Distrito de EE. UU. W. D. Mo.)

Por favor, lea detenidamente todas las siguientes instrucciones antes de completar este formulario.

1. Si recibió un aviso impreso por correo de EE. UU. en donde se enumeran de manera correcta sus compras de líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, excepto en Missouri, durante el/los intervalo(s) de fechas para el/los Estado(s) de compra enumerado(s) en el cuadro adjunto aquí, usted no tiene que completar este formulario.
2. Complete este formulario solo si: (i) recibió un aviso impreso por correo de EE. UU. en donde se enumeran de manera correcta sus compras de líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, excepto en Missouri, durante el/los intervalo(s) de fechas para el/los Estado(s) de compra enumerado(s) en el cuadro adjunto aquí; y (ii) si usted cree que el historial de compras no es correcto.
3. Además de completar este formulario, debe proporcionar cualquier documentación que usted tenga con respecto a sus compras o que de otro modo sustente su afirmación de que el historial de compra no es correcto.
4. El administrador del acuerdo tomará una decisión con respecto a su formulario en función de la revisión de su presentación y de la documentación que la sustenta.
5. En caso de que usted desee un acuse de recibo del formulario de solicitud de corrección, envíelo por correo certificado con solicitud de recibo de devolución.
6. Si desea presentar el formulario de solicitud de corrección, usted debe hacer una de las siguientes cosas: (i) completar un formulario electrónico y enviarlo a través del sitio web del acuerdo en www.nationwideoreilly303thfsettlement.com antes del **3 de mayo de 2021**; o (ii) completar un formulario en papel y enviarlo por fax al 215-827-5551, por correo de los Estados Unidos, con franqueo pagado a Nationwide O'Reilly 303 Settlement, c/o RG/2 reclamos administración, P.O. Box 59479, Philadelphia, PA 19102-9479, o por correo electrónico a nationwideoreilly303thfsettlement@rg2claims.com antes del **3 de mayo de 2021**.
7. Conserve una copia de su solicitud completa del formulario de corrección y de los documentos que lo sustentan para sus registros. En caso de que se rechace su solicitud de corrección, el administrador del acuerdo le notificará el rechazo por correo de EE. UU. o por correo electrónico y le explicará los motivos del mismo.

INFORMACIÓN SOBRE RECLAMOS

Nombre del solicitante:

Dirección postal:

Ciudad, Estado, Código postal:

Teléfono:

Correo electrónico:

A continuación, enumere sus compras de líquido hidráulico para tractor O'Reilly 303 en los Estados Unidos, excepto en Missouri, durante el/los intervalo(s) de fechas para el/los Estado(s) de compra enumerado(s) en el cuadro adjunto. No enumere ninguna unidad de líquido hidráulico para tractor O'Reilly 303 que usted haya devuelto a la tienda después de la compra o que usted haya comprado para revender.

Enumere los equipos en los que usted utilizó el líquido hidráulico para tractor O'Reilly 303 que mencionó arriba:

Conforme a 28 USC § 1746, declaro bajo pena de perjurio que lo anterior es verdadero y correcto.

Firma:

Fecha: _____

Nombre impreso: _____

Si tiene preguntas sobre este formulario o sobre el acuerdo, comuníquese con el administrador del acuerdo en:

Nationwide O'Reilly 303 Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
1-866-742-4955
nationwideoreilly303thfsettlement@rg2claims.com

¹Lista 1 gal., 5 gal., o 55 gal, según corresponda

También podrá comunicarse con los abogados de la demanda colectiva en:

Thomas V. Bender
Horn Aylward & bandy, LLC
2600 Grand Boulevard, Ste. 1100
Kansas City, MO 64108
(816) 595-7723 (teléfono)
(816) 421-0899 (fax)
tbender@hab-law.com

Por favor, no se comunique con los demandados, con el Tribunal ni con la Secretaría del Tribunal respecto del acuerdo.

Rangos de fechas por estados de compra

Estado de compra	Rango de fechas	Estado de compra	Rango de fechas
AK	9/26/13 - 01/20/2020	NC	9/26/15 - 01/20/2020
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AZ	9/26/15 - 01/20/2020	NH	9/26/15 - 01/20/2020
CA	9/26/15 - 01/20/2020	NM	9/26/15 - 01/20/2020
CO	9/26/16 - 01/20/2020	NV	9/26/15 - 01/20/2020
CT	9/26/13 - 01/20/2020	NY	9/26/13 - 01/20/2020
FL	9/26/15 - 01/20/2020	OH	9/26/13 - 01/20/2020
GA	9/26/15 - 01/20/2020	OK	9/26/14 - 01/20/2020
HI	9/26/13 - 01/20/2020	OR	9/26/13 - 01/20/2020
IA	6/06/14 - 01/20/2020	PA	9/26/13 - 01/20/2020
ID	9/26/15 - 01/20/2020	RI	9/26/09 - 01/20/2020
IL	9/26/14 - 01/20/2020	SC	9/26/13 - 01/20/2020
IN	9/26/13 - 01/20/2020	SD	9/26/13 - 01/20/2020
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LA	9/26/15 - 01/20/2020	UT	9/26/15 - 01/20/2020
MA	9/26/13 - 01/20/2020	VA	9/26/14 - 01/20/2020
ME	9/26/13 - 01/20/2020	VT	9/26/13 - 01/20/2020
MI	9/26/13 - 01/20/2020	WA	9/26/13 - 01/20/2020
MN	9/26/13 - 01/20/2020	WI	9/26/13 - 01/20/2020
MS	9/26/13 - 01/20/2020	WV	9/26/15 - 01/20/2020
MT	9/26/15 - 01/20/2020	WY	9/26/11 - 01/20/2020

EXHIBIT B
Mississippi Weekly Newspapers
Selected for Publication Notice

Mississippi Weekly Newspapers Selected for Publication Notice

#	Publication	City	Pub. Days	Daily Circ.
1	Jackson Northside Sun	Jackson	Thursday	8,469
2	Brandon Rankin Co News	Brandon	Wednesday	8,000
3	Jackson Advocate	Jackson	Thursday	8,000
4	Philadelphia Neshoba Democrat	Philadelphia	Wednesday	7,488
5	Laurel Review of Jones Co-Leader Call	Laurel	Tues/Thurs/Sat	7,300
6	Gautier/Pascagoula Mississippi Press	Detroit	Sun/Wed/Fri	7,264
7	Hernando Desoto Times-Tribune	Nesbit	Thursday	6,853
8	Jackson MS Link	Jackson	Thursday	6,633
9	Pontotoc Progress	Pontotoc	Wednesday	5,897
10	Amory/Aberdeen Monroe Journal	Amory	Wednesday	5,616
11	Grenada Star	Grenada	Wednesday	5,556
12	Batesville Panolian	Batesville	Wednesday	5,500
13	Lucedale George Co Times	Lucedale	Thursday	5,000
14	Forest Scott Co Times	Forest	Wednesday	4,839
15	Holly Springs South Reporter	Holly Springs	Thursday	4,783
16	Carthage Carthaginian	Carthage	Thursday	4,685
17	Senatobia Tate Record	Senatobia	Tuesday	4,649
18	Tupelo Lee Co Courier	Tupelo	Thursday	4,581
19	Booneville Banner Independent	Booneville	Thursday	4,258
20	Kosciusko Star Herald	Kosciusko	Thursday	4,200
21	Hattiesburg Pine Belt News	Hattiesburg	Thursday	4,053
22	Bruce Calhoun City Journal	Bruce	Wednesday	4,051
23	Waynesboro Co News	Waynesboro	Thursday	4,000
24	Indianola Enterprise-Tocsin	Indianola	Thursday	3,911
25	Newton Co Appeal	Union	Wednesday	3,684
26	Fulton Itawamba Co Times	Fulton	Wednesday	3,619
27	Collins News Commercial	Collins	Wednesday	3,553
28	Iuka Tishomingo Co News	Iuka	Thursday	3,539
29	New Albany Gazette	New Albany	Wednesday	3,532
30	Wiggins Stone Co Enterprise	Wiggins	Wednesday	3,500
31	Columbia Columbian Progress	Columbia	Thurs/Sat	3,454
32	Yazoo City Herald	Yazoo City	Wed/Sat	3,383
33	Magee Courier	Magee	Thursday	3,292
34	Leakesville Green Co Herald	Leakesville	Thursday	3,250
35	Ripley Southern Sentinel	Ripley	Wednesday	3,128
36	Louisville Winston Co Journal	Louisville	Wednesday	2,935
37	Meadville Franklin Advocate	Meadville	Thursday	2,907
38	Carrollton/Winona Conservative Times	Winona	Thursday	2,900
39	Monticello Lawrence Co Press	Monticello	Wednesday	2,814
40	Water Valley North MS Herald	Water Valley	Thursday	2,809
Total Circulation				187,885

EXHIBIT C – UNDER SEAL
List of Denied Claims

EXHIBIT D – UNDER SEAL
List of Opt Outs