

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.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.). For the precise terms and conditions of the settlement, please: (i) access the Settlement Agreement and Release online at www.nationwideoreilly303thfsettlement.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:

<i>ACTION</i>		<i>DUE DATE</i>
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><i>By May 3, 2021</i></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><i>By May 3, 2021</i></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><i>By May 3, 2021</i></u> <u><i>(or later if you object)</i></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><i>By April 29, 2021</i></u>

<p>DO NOTHING</p>	<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 later if you object)**; 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 (or later if you object)**. Any request for exclusion sent by United States mail must be postmarked on or before **May 3, 2021 (or later if you object)**.

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 (or later if you object)**.

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 **April 29, 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:

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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.