

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

IN RE: SMITTY’S/CAM2 303 TRACTOR
HYDRAULIC FLUID MARKETING, SALES
PRACTICES, AND PRODUCTS LIABILITY
LITIGATION

MDL No. 2936

Master Case No. 4:20-MD-02936-SRB

This document relates to:
All Actions

ANSWER TO FIFTH AMENDED CONSOLIDATED COMPLAINT

Defendants Smitty’s Supply, Inc. (“Smitty’s”) and CAM2 International, LLC (“CAM2” and together with Smitty’s, “Manufacturer Defendants”), by and through their attorneys, and for their Answers to Plaintiffs’ Fifth Amended Consolidated Complaint (5th ACC or 5ACC), state as follows:

NATURE OF THIS CONSOLIDATED COMPLAINT

1. This Fifth Amended Consolidated Complaint (“5th ACC”) sets forth the putative class and individual claims subsumed within this multidistrict litigation proceeding for claims relating to Smitty’s/Cam2 303 Tractor Hydraulic Fluid Marketing, Sales Practices, and Product Liability Litigation (“Smitty’s/Cam2 303 THF MDL”). This 5th ACC is filed pursuant to the Court’s Orders of July 8, 2020 ([Doc. 25](#)), August 3, 2020 ([Doc. 46](#)), and other Orders of the MDL Court.

ANSWER: Manufacturer Defendants admit Plaintiffs purport to represent putative classes. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of [Federal Rule of Civil Procedure 23](#), deny that class certification is appropriate, and deny all factual allegations in Paragraph 1 not expressly admitted herein.

2. For the class and individual claims from the following cases which were transferred into this Smitty's/Cam2 303 THF MDL, the transferor forums' choice-of-law principles will apply with respect to each class and individual Plaintiffs claims, notwithstanding this filing of this 5th ACC:

- (a) *Zornes, et al. v. Smitty's Supply, Inc., et al.*
Case No. 19-cv-2257-JAR-TJJ (D. Kan.)
(Kansas Purchasers)
 - (i) Plaintiffs/Class Representatives: Terry Zornes, Adam Sevy, George "Butch" Bolin, and Ross Watermann.
- (b) *Wurth, et al. v. Smitty's Supply, Inc., et al.*
Case No. 19-cv-00092-TBR (W.D. Kent.)
(Kentucky Purchasers)
 - (i) Plaintiffs/Class Representatives: Dwayne Wurth, Kirk Egner, Tim Sullivan, and Tracy Sullivan.
- (c) *Buford v. Smitty's Supply, Inc., et al.*
Case No. 1:19-cv-00082-BRW (E.D. Ark.)
(Arkansas Purchasers)
 - (i) Plaintiffs/Class Representatives: Sean Buford, William Anderson, Alan Hargraves, and Jeffrey Harrison.
- (d) *Mabie v. Smitty's Supply, Inc., et al.*
Case No. 4:19-cv-03308 (S. D. Tex.)
(Texas Purchasers)
 - (i) Plaintiffs/Class Representatives: Jacob Mabie, Daniel Denton, and Stanley Richardson.
- (e) *Blackmore, et al. v. Smitty's Supply, Inc., et al.,*
Case No. 5:19-cv-04052 (N.D. Iowa)
(Iowa Purchasers)
 - (i) Plaintiffs/Class Representatives: Terry Blackmore, Jason Klingenberg, Wayne Rupe, and Russell Faubion.
- (f) *Fosdick, et al. v. Smitty's Supply, Inc., et al.*
Case No. 2:19-cv-01850-MCE-DMC (E.D. Cal.)
(California Purchasers)
 - (i) Plaintiffs/Class Representatives: Jack Kimmich.

- (g) *Klingenberg v. Smitty's Supply, Inc., et al.*
Case No. 19-cv-2684-ECT/ECW (D. Minn.)
(Minnesota Purchasers)
 - (i) Plaintiffs/Class Representatives: Jason Klingenberg, Joe Asfeld and Brett Creger.
- (h) *Graves, et al. v. Smitty's Supply, Inc., et al.*
Case No. 34:19-cv-05089-SRB (W.D.Mo.)
(Multi-State Class for Purchaser in 42 States Including Missouri)
 - (i) Plaintiffs/Class Representatives: Arno Graves, Ron Nash, Gary Goodson, and Mark Hazeltine.
- (i) *Feldkamp, et al. v. Smitty's Supply, Inc., et al.*
Case No. 2:20-cv-02177-CSB-EIL
(Nationwide and Illinois Purchasers)
 - (i) Plaintiffs/Class Representatives: Kyle Feldkamp, Steve Burgdorf, Norman Fohne, and Joshua Lesko.

ANSWER: Manufacturer Defendants admit that the cases identified in Paragraph 2 were transferred into this MDL. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 2 not expressly admitted herein. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Sean Buford and Gary Goodson, and therefore Manufacturer Defendants deny that Plaintiffs Buford and Goodson are properly named Plaintiffs in this action. See ECF Nos. 826, 862.

3. For the class and individual claims which were directly and originally filed in this MDL through the 1st ACC or 2nd ACC, the choice-of-law principles of the forum where those claims would have originally been filed were it not for the direct filing in this Smitty's/Cam2 303 THF MDL, apply as follows:

- (a) Alabama: Plaintiffs Joe Jackson, Robert Shane Morgan, Brian Nelms and the Alabama Purchasers Class;
- (b) Arizona: Plaintiffs Mark Engdahl, Michael Gallegos, Susan Whitehead, and the Arizona Purchasers Class;
- (c) Colorado: Plaintiffs Jim Guire, Larry Lempka, Ross Watermann, and the Colorado Purchasers Class;
- (d) Connecticut: Plaintiff Todd Carusillo and the Connecticut Purchases Class;
- (e) Florida: Plaintiffs Thomas James Brett, John Raburn, Pete Rumore, Charles Strickland, and the Florida Purchasers Class;
- (f) Georgia: Plaintiffs Cody Farrier, Cline (Tommy) Fricks, Anthony Shaw, Rusty Shaw, Eddie Chavis, and the Georgia Purchasers Class;
- (g) Indiana: Plaintiffs Frank James, Rick Hardin, and the Indiana Purchasers Class;
- (h) Louisiana: Plaintiffs Pat Beaver, Simon Vicknair, and the Louisiana Purchasers Class;
- (i) Maine: Plaintiffs Harry Boynton, Christopher Curtis, Donald Ouelette, and the Maine Purchasers Class;
- (j) Maryland: Plaintiff Vonda Moreland and the Maryland Purchases Class;
- (k) Massachusetts: Plaintiff Cosimo Ferrante and the Massachusetts Purchasers Class;
- (l) Michigan: Plaintiffs Douglas Clough, Michael Dahlke, Craig Dow, Jacob Mabie, and the Michigan Purchasers Class;

- (m) This sub-paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class which the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#));
- (n) Montana: Plaintiff Tom Karnatz and the Montana Purchasers Class;
- (o) Nebraska: Plaintiffs Ed Chauncey, Larry and Wyatt Loeffler, Gerald Lunkwitz, Brian Riessland, Jeff Jacobson, and the Nebraska Purchasers Class;
- (p) Nevada: Plaintiff Jeff Jacobson and the Nevada Purchasers Class;
- (q) New Hampshire: Plaintiffs Alden Dill, Joseph Griffiths, Tim Towle, Donald Oulette, and the New Hampshire Purchasers Class;
- (r) New Jersey: Plaintiffs Jess Metzger, John Miller, and the New Jersey Purchasers Class;
- (s) New Mexico: Plaintiff Clyde Garduno and the New Mexico Purchasers Class;
- (t) New York: Plaintiffs Sawyer Dean, John Miller, Lawrence Wachholder, and the New York Purchasers Class;
- (u) North Carolina: Plaintiffs Cody Farner, Justin Lemonds, Burnis “Matthew” Sickleton, William White, and the North Carolina Purchasers Class;
- (v) North Dakota: Plaintiff Brett Creger and the North Dakota Purchasers Class;
- (w) Ohio: Plaintiffs Robert Gosche, Brian Hayes, Matt Ortner and the Ohio Purchasers Class;

- (x) Oklahoma: Plaintiffs Arno Graves, Ron Nash, Joe Pate, Wayne Wells, and the Oklahoma Purchasers Class;
- (y) Pennsylvania: Plaintiffs Joshua Farley, Earnest Jenkins, Kyle Minich, Ter Puskarich, Robert Stanton and the Pennsylvania Purchasers Class;
- (z) South Carolina: Plaintiffs Eddie Chavis, George Kirven, Mike Ping, and the South Carolina Purchasers Class;
- (aa) South Dakota: Plaintiffs Ed Chauncey, Patrick Gisi, Curtis Hoff, Leonard Saathoff, and the South Dakota Purchasers Class;
- (bb) Tennessee: Plaintiffs Will Dobson, Cody Farner, Tim Grissom, Kenneth Seever, Howard Stembridge, Jerry Terry, and the Tennessee Purchasers Class;
- (cc) Virginia: Plaintiffs John Bartus, Jr., Robert Boone, Cal Moore, Burnis “Matthew” Sickleton, and the Virginia Purchasers Class;
- (dd) West Virginia: Plaintiffs Roger Bias, Clinton Curry, Earnest Jenkins, Vonda Moreland, and the West Virginia Purchasers Class;
- (ee) Wisconsin: Plaintiffs Michael Hamm, Dale Wendt and the Wisconsin Purchasers Class.
- (ff) Wyoming: Plaintiff Dan Smith and the Wyoming Purchasers Class.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 3. Answering further, Manufacturer Defendants state that the Plaintiffs who directly filed their claims in the MDL did so improperly. These Plaintiffs were required to first file their claims in a court of competent jurisdiction, to then be consolidated with the MDL if appropriate. MDL consolidation does not merge disparate suits into a single cause. Accordingly, there is

no subject matter jurisdiction over these claims. Answering even further, Manufacturer Defendants deny this paragraph to the extent it is inconsistent with Plaintiff Miller's deposition testimony on his representation and/or membership of the New Jersey class as alleged. The Manufacturer Defendants also deny that Plaintiffs Charles Strickland and Christopher Curtis are properly named Plaintiffs in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiffs Strickland and Curtis.

4. Plaintiffs agree that the filing of this 5th ACC does not waive any Party's venue or jurisdictional objections pursuant to *Lexecon, Inc. v. Milberg Weiss Bershad Hynes & Lerach*, 523 U.S. 26 (1988).

ANSWER: The assertion in Paragraph 4 is a legal conclusion to which no response is required. To the extent a response is required, Manufacturer Defendants admit that Plaintiffs agree to the allegation stated in Paragraph 4.

SUMMARY OF THIS ACTION

5. Plaintiffs, by and through the undersigned counsel, bring this action each on their own behalf and on behalf of State Classes asserted herein (collectively referred to as "Classes") defined below to redress the negligent, wrongful, unlawful, unfair, unconscionable and/or deceptive practices, acts, and/or omissions of Defendants in connection with their manufacturing, marketing, and/or sale of Smitty's/Cam2 303 Tractor Hydraulic Fluid and the economic loss and common property damage each Plaintiff and Class Member experienced as a result of Defendants' conduct.

ANSWER: The assertions in Paragraph 5 are legal conclusions to which no response is required. To the extent a response is required, Manufacturer Defendants admit Plaintiffs purport to represent putative classes. Manufacturer Defendants deny any wrongdoing or

violations of law, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 5 not expressly admitted herein.

6. More specifically, Plaintiffs seek, on behalf of themselves and all others similarly situated, relief for Defendants' negligence, breach of express warranties, breach of implied warranties or merchantability and fitness for a particular purpose, unjust enrichment, fraudulent and negligent misrepresentations, and for their violation of various statutes, all as set forth more fully below. Plaintiffs also seek, on behalf of themselves and all others similarly situated, disgorgement of Defendants' profits from the sale of the Smitty's/Cam2 303 Tractor Hydraulic Fluid Products at issue in this MDL. Plaintiffs further seek other economic damages, including recovery for amounts paid for the 303 Tractor Hydraulic Fluid Products and the property damages that Defendants' conduct and products commonly caused to each Plaintiff's and Class Member's tractors and other equipment. Plaintiffs also seek punitive and statutory additional damages. Plaintiffs seek injunctive relief precluding Defendants from engaging in similar wrongful conduct in the future, including an injunction against the continued sale of any current products in which Defendants Smitty's and/or Cam2 are utilizing used oils or line flush/line wash as ingredients without full disclosure to potential purchasers.

ANSWER: The assertions in Paragraph 6 are legal conclusions to which no response is required. To the extent a response is required, Manufacturer Defendants admit Plaintiffs purport to represent putative classes. Manufacturer Defendants also deny Paragraph 6 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, dismissed Count LV in its entirety, and dismissed all claims for injunctive relief.

Manufacturer Defendants further deny any wrongdoing or violations of law, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 6 not expressly admitted herein.

7. This paragraph is intentionally left blank, as paragraph 7 from the 4th ACC related to claims the Court dismissed in its Order of March 9, 2022 (Docket No. 452).

ANSWER: Paragraph 7 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 7.

BACKGROUND AND GENERAL FACTUAL ALLEGATIONS

8. For years, Defendants have deceptively and misleadingly labeled, marketed and sold tractor hydraulic fluid as “303” fluid meeting “303” specifications when, in fact, the “303” designation is obsolete and 303 specifications have not been available for over forty (40) years. Defendants have also deceptively and misleadingly labeled, marketed and sold tractor hydraulic fluid as meeting certain manufacturer specifications and providing certain anti-wear and protective benefits when, in fact, Defendants knew, or should have known, the fluid they are selling does not meet all listed manufacturer specifications and does not contain the anti-wear and protective properties required in Tractor Hydraulic Fluid. Instead, the “303” fluid is a fluid mixed from line wash and other lubricant products (including some used products) that are not suitable for use as ingredients in a tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 8.

9. Tractor Hydraulic Fluid (THF) is a multifunctional lubricant that has been manufactured for and used in tractors and equipment for over fifty (50) years. It is designed to act

as a hydraulic fluid, transmission fluid and gear oil for this equipment. In the 1960s and early 1970s, John Deere (Deere) manufactured a popular and widely used THF called JD-303 or simply “303,” and the term “303” became synonymous with the John Deere name and this high-quality and effective THF product.

ANSWER: Manufacturer Defendants admit that THF is a multifunctional lubricant that has been manufactured for and used in tractors and other equipment for over fifty years, and admit that John Deere at one point manufactured a THF called “JD-303.” Manufacturer Defendants deny the remaining allegations in Paragraph 9.

10. Sperm whale oil was an essential ingredient in Deere’s 303 THF. In the mid-1970s, the passage of laws protecting endangered species outlawed the use of sperm whale oil. Deere’s “303” formula could no longer be manufactured or sold, and because its essential ingredient — sperm whale oil — could no longer be used, the designation became obsolete and there are no specifications now available for “303” tractor hydraulic fluids. Deere was forced to manufacture a new tractor hydraulic fluid with different additives that would be both effective and affordable.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 10, and therefore deny the same.

11. After it stopped producing and selling its 303 THF, Deere manufactured and sold several THF products with certain ingredient, viscosity, anti-wear and detergent additive specifications, including initially offering J14B, J20A and J20B. Many other manufacturers created and sold fluids that purported to be similar to these new products while others continued to offer what they termed a “303” product. The J14B specification became obsolete in the late 1970s. J20A and J20B were then offered and, during the time the J20A/B specifications were in

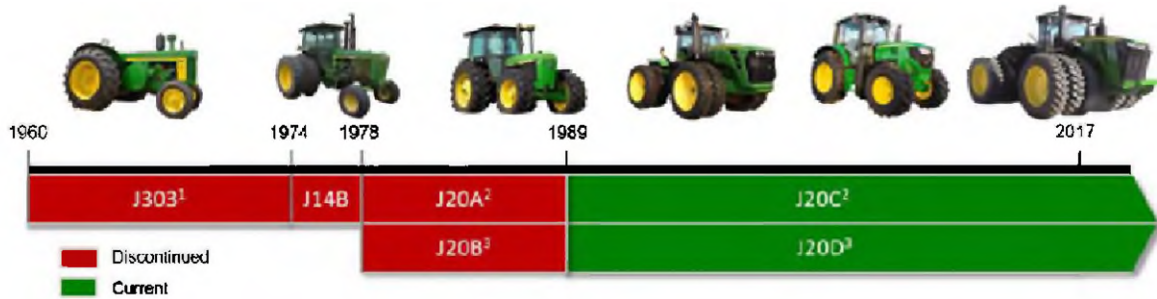
use, Deere used a licensing program called Quatrol to police the quality of THF products in the marketplace. The Quatrol program required blenders and sellers of competing THF products to submit test data to Deere prior to the use of the J20A/B specification on their product labels, to ensure the products met the advertised specifications.

ANSWER: The Manufacturer Defendants admit that John Deere at one point manufactured a THF called “J14B,” a THF called “J20A,” and a THF called “J20B.” Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 11, and therefore deny the same.

12. In the late 1980s or early 1990s, Deere abandoned the J20A/B specification as well. John Deere then and now manufactures and sells THF meeting a specification called J20C or J20D (low viscosity). The J20C fluid is sold under the name “Hy-Gard,” and many other manufacturers market and sell products which they contend meet the J20C specification in order to compete with John Deere. The following timeline illustrates the history of 303 THF:

TRACTOR HYDRAULIC FLUID (THF) TIMELINE

JOHN DEERE THF SPECIFICATIONS



Footnotes:

1. There are no specifications available for 303 Tractor Hydraulic Fluids and, as such, products making only "303" claims cannot be tested to assure compliance with any known specifications.
2. Transmission/Hydraulic Fluid with Anti-Brake Chatter Properties (For Summer or warm weather climates)
3. Low Viscosity Transmission/Hydraulic Fluid with Anti-Brake Chatter Properties (For Winter or cold weather climates)

John Deere Specification	Comment	JD Issue Date
JDM J20D ³	THF for cold climates	1989 - Current
JDM J20C ²	Primary THF specification	1989 - Current
JDM J20B ³	DISCONTINUED – replaced by JDM J20D	1978 - 1989
JDM J20A ²	DISCONTINUED – replaced by JDM J20C	1978 - 1989
JDM J14B	DISCONTINUED – replaced by JDM J20A/B	1974 - 1978
JDM J303 ¹	DISCONTINUED – replaced by JDM J14B	1960 - 1974

ANSWER: Manufacturer Defendants admit that John Deere at one point manufactured a THF called “J20C” and a THF called “J20D.” Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 12, and therefore deny the same.

13. John Deere discontinued the Quatrol program around the time J20A was discontinued (approximately 1989). The subsequent lack of a quality control program or policing of the products in the market resulted in a "free for all" with respect to the THF manufactured and sold in the open market and the opportunity for unscrupulous manufacturers and sellers to falsely use the Deere specifications (and other manufacturers' specifications) on the labels of the THF products they sell.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 13, and therefore deny the same.

14. Defendants deceptively and illegally traded on the obsolete and non-existent "303" designation, the other obsolete J14B and J20A specifications, and the John Deere trade name that

was and has continued to be so prevalent in the industry. This was deceptive as there is no known "303" specification, and there is no way for manufacturers, sellers, or anyone else to truthfully claim the products meets or is in compliance with any such specification. This was also deceptive because Defendants knew their 303 THF Products did not meet the J20A specification Defendants advertised on the label.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 14.

15. Nonetheless, Defendants manufactured and sold their Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 Promax 303 Tractor Hydraulic Oil, and Cam2 303 Tractor Hydraulic Oil (together referred to as "303 THF Products") as a lower cost alternative, and offered them for sale as economically priced tractor hydraulic fluids that met or had an equivalency to many (or in some cases all) manufacturers' specifications, had effective lubricant and anti-wear additives and properties, and were safe for use in purchasers' equipment. The Cam2 Promax 303 Tractor Hydraulic Oil was the same fluid as Super S 303 Tractor Hydraulic Fluid, Super S Super Trac 303 Tractor Hydraulic Fluid, and Cam2 303 Tractor Hydraulic Oil, all also manufactured by Smitty's and Cam2 (hereinafter referred to collectively as "Manufacturer Defendants" or "Defendants") and labeled, marketed, distributed and sold by those Manufacturer Defendants. Defendants sold their 303 THF Products with eye-catching photos of modern tractors and industrial equipment and in bright, yellow 5-gallon buckets. By name dropping a list of equipment manufacturers, Defendants sought to create an impression of quality and take advantage of consumers' lack of understanding of the multitude of complex manufacturer specifications that were being ignored.

ANSWER: Manufacturer Defendants admit that Smitty's manufactured Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax

Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil as lower cost THFs. Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid as lower cost THFs. Manufacturer Defendants admit that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil as lower cost THFs. Manufacturer Defendants admit that Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were each available for sale in yellow, 5-gallon buckets. Manufacturer Defendants deny the remaining allegations in Paragraph 15.

16. In addition to deceptively promoting a designation that was obsolete, Defendants used poor quality base oils, waste oil, line flush, and used oils and diluted additive packages, if any, in their 303 THF Products in order to keep production costs down and increase profits. As a result of the inferior ingredients and this "down-treating" of any additive packages, Defendants' 303 THF Products not only lacked the required lubricant and protective benefits offered to purchasers, the fluids actually exposed each purchaser's equipment to increased wear and risk of damage to the spiral gear, excessive wear in the planetaries, improper and poor shifting, seal leakage, and improper operation of the wet brakes. Despite use of these inferior ingredients and inadequate protective additives, the 303 THF Products were labeled and marketed to unsuspecting purchasers as meeting or having an equivalency to manufacturer specifications and providing certain benefits and anti-wear properties.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 16.

17. In November 2017, because of the deceptive nature of the 303 THF Products, the failures of the 303 THF Products to meet any published specification, and the damage the products

could cause to consumers' equipment, the State of Missouri's Department of Agriculture, Division of Weights and Measures, banned Defendants and all other manufacturers and sellers from offering these types of "303" tractor hydraulic fluid products for sale in Missouri. The states of Georgia and North Carolina followed suit.

ANSWER: Manufacturer Defendants admit that in November 2017 the State of Missouri's Department of Agriculture, Division of Weights and Measures, issued a stop-sale in Missouri for THF products bearing a "303" designation. The relevant state agencies in Georgia and North Carolina later issued a stop sale in their respective states for THF products bearing a "303" designation. Manufacturer Defendants deny the remaining allegations in Paragraph 17, and deny all assertions in Paragraph 17 not expressly admitted herein.

18. Despite the ban of "303" THF in several states and the increased scrutiny on those products throughout the country, Defendants continued for some time to sell their 303 THF Products in all states where the fluid had not been banned.

ANSWER: Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil for some period of time after November 2017 where sale of the product was lawful. Manufacturer Defendants deny the remaining allegations in Paragraph 18.

19. Defendants' conduct has harmed purchasers, including each Plaintiff, who each purchased Defendants' 303 THF Products that were offered and sold as acceptable tractor hydraulic fluids that met or had an equivalency to certain manufacturer specifications, as fluids

that were safe for use in farm, construction and logging equipment, and as having certain characteristics and qualities that protected equipment from wear and damage.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 19.

20. In reality, instead of receiving a product that was an acceptable tractor hydraulic fluid that met or had an equivalency to manufacturers' specifications, each Plaintiff and other purchaser received 303 THF Products that, contrary to Defendants' labeling, had no known or industry-approved specifications, had contents and additives that varied, were unknown, were obsolete, did not possess the claimed protective characteristics and/or did not meet one or more of the manufacturers' specifications on these products. These products therefore exposed each of the Plaintiffs, Class Member's and purchaser's equipment to common impacts and harm, increased wear and damage, and caused each Plaintiff, Class Member, and purchaser to overpay for a product that was worthless and/or worth much less than the sale price.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 20.

21. In late 2017, around the time of the stop sale order and ban of 303 THF in Missouri and other states, the Manufacturer Defendants modified the label of their Super S Super Trac 303 Tractor Hydraulic Fluid and Cam2 Promax 303 Tractor Hydraulic Oil, changing the names to "Super S 303 Tractor Hydraulic Fluid" and "Cam2 303 Tractor Hydraulic Oil." Because the photos of the equipment on certain labels were deceptive and misleading, the Manufacturer Defendants removed the pictures of the modern equipment and replaced those pictures with images of older, simpler tractors on the front of the label.

ANSWER: Manufacturer Defendants state that the labels of the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil speak for themselves, and

Manufacturer Defendants deny any allegations or characterizations in Paragraph 21 inconsistent with those labels. Manufacturer Defendants deny the remaining allegations in Paragraph 21.

22. At that time, however, no other changes were made to the labels despite the fact that management employees at Smitty's and Cam2 knew of the deceptive and misleading representations about the physical and performance properties of the fluid, the representations about the testing that was purportedly performed on the fluid, and the list of equipment manufacturers' names contained on the Super S 303 and Cam 2 303 labels. Incredibly, the Manufacturer Defendants continued to sell the 303 THF Products in all states in which it had not been banned, with those misrepresentations knowingly being made to purchasers like Plaintiffs.

ANSWER: Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil for some period of time (but different periods of time) after November 2017 where sale of the product was lawful. Manufacturer Defendants deny the remaining allegations in Paragraph 22.

23. Like many other purchasers and consumers throughout Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, West Virginia, Wisconsin, Wyoming, and other states throughout the United States, each of the Plaintiffs purchased Defendants' 303 THF Products and each suffered purchase price and damage to equipment as a result.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 23.

24. In October 2017, in connection with its issuance of a stop sale order and the ban on 303 THF Products, the State of Missouri's Department of Agriculture, Division of Weights and Measures, stated publicly that it had performed testing on the 303 THF Products and that the testing revealed that the products did not meet any manufacturers' current tractor hydraulic fluid specifications and were underperforming to the point damage was likely to result from use.

ANSWER: Manufacturer Defendants state that any public statements issued by Missouri's Department of Agriculture, Division of Weights and Measures, speak for themselves, and Manufacturer Defendants deny the allegations in Paragraph 24 to the extent they are inconsistent with those public statements. Manufacturer Defendants deny all allegations in Paragraph 24 that are not expressly admitted herein.

25. Defendants continued to sell their products and concealed any internal test data and the truth about the 303 THF products at all relevant times. Defendants continue to manufacture and sell the same fluid without disclosing the used oil and line wash/line flush ingredients, selling it under product names such as "Ag Fluid" and "Agriculture Fluid."

ANSWER: Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil for some period of time (but different periods of time) after November 2017 where sale of the product was lawful. To the extent Paragraph 25 relates to "Agriculture Fluid," it relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation and Manufacturer Defendants need not respond. Manufacturer Defendants deny all remaining allegations in Paragraph 25.

PARTIES

26. Plaintiff William Anderson is a citizen and resident of Devalls Bluff, Arkansas. He is a member of the Arkansas Class alleged herein. Plaintiff Anderson owns and/or operates Plaintiffs Fricker Farms, Inc. and MGA Farms, Inc., which are each Members of the Arkansas Class alleged herein. Plaintiff Anderson is also trustee of the William Edward Anderson Living Trust which is also a Member of the Arkansas Class alleged herein. All references herein to “William Anderson” and/or “Anderson “ are references to Mr. Anderson personally as well as to these entities and trust.

ANSWER: Manufacturer Defendants admit that Plaintiff William Anderson is a resident of Duvalles Bluff, Arkansas. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff William Anderson’s citizenship, his ownership and/or operation of Plaintiffs Fricker Farms, Inc. and MGA Farms, Inc., and his status as trustee of the William Edward Anderson Living Trust, and therefore deny the allegations in Paragraph 26. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 26 not expressly admitted herein.

27. Plaintiff Joe Asfeld is a citizen and resident of Sauk Centre, Minnesota. He is a member of the Minnesota Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Joe Asfeld is a resident of Sauk Centre, Minnesota. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Joe Asfeld’s citizenship and therefore deny the allegations in Paragraph 27. Manufacturer Defendants deny that

Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 27 not expressly admitted herein.

28. Plaintiff John Bartus, Jr. is a citizen and resident of South Hill, Virginia. He is a member of the Virginia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff John Bartus, Jr.'s citizenship and residency and therefore deny the allegations in Paragraph 28. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 28 not expressly admitted herein.

29. Plaintiff Pat Beaver is a citizen and resident of Louisiana. He is a member of the Louisiana Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Pat Beaver's citizenship and residency and therefore deny the allegations in Paragraph 29. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 29 not expressly admitted herein.

30. Plaintiff Roger Bias is a citizen and resident of West Virginia. He is a member of the West Virginia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Roger Bias's citizenship and

residency and therefore deny the allegations in Paragraph 30. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 30 not expressly admitted herein.

31. Plaintiff Terry Blackmore is a citizen and resident of Plymouth County, Iowa. He is a member of the Iowa Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Terry Blackmore's citizenship and residency and therefore deny the allegations in Paragraph 31. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 31 not expressly admitted herein.

32. This paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class Representative whose claims the Court dismissed in its Order of March 9, 2022. (Docket No. 451).

ANSWER: Paragraph 32 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 32.

33. Plaintiff George Bollin is a citizen and resident of Leavenworth, Kansas. He is a member of the Kansas Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff George Bollin is a resident of Leavenworth, Kansas. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff George Bollin's

citizenship and therefore deny the allegations in Paragraph 33. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 33 not expressly admitted herein.

34. Plaintiff Robert Boone is a citizen and resident of Christiansburg, Virginia. He is a member of the Virginia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Robert Boone's citizenship and residency and therefore deny the allegations in Paragraph 34. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 34 not expressly admitted herein.

35. Plaintiff Harry Boynton is a citizen and resident of Maine. He is a member of the Maine Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Harry Boynton's citizenship and residency and therefore deny the allegations in Paragraph 35. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 35 not expressly admitted herein.

36. Plaintiff Thomas James Brett is a citizen and resident of Mocatee, Florida. He is a member of the Florida Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Thomas James Brett's citizenship and residency and therefore deny the allegations in Paragraph 36. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 36 not expressly admitted herein.

37. Plaintiff Sean Buford is a citizen and resident of Jackson County, Arkansas. He is a member of the Arkansas Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Sean Buford's citizenship and residency and therefore deny the allegations in Paragraph 37. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 37 not expressly admitted herein. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Sean Buford, and therefore Manufacturer Defendants deny that Plaintiff Buford is a properly named Plaintiff in this action. *See* ECF Nos. 826, 862.

38. Plaintiff Steve Burgdorf is a citizen and resident of Redbud, Illinois. He is a member of the Illinois Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Steve Burgdorf's citizenship and residency and therefore deny the allegations in Paragraph 38. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 38 not expressly admitted herein.

39. Plaintiff Todd Carusillo is a citizen and resident of Goshen, Connecticut. He is a member of the Connecticut Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Todd Carusillo's citizenship and residency and therefore deny the allegations in Paragraph 39. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 39 not expressly admitted herein.

40. Plaintiff Ed Chauncey is a citizen and resident of South Dakota. He is a member of the South Dakota Class and Nebraska Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Ed Chauncey's citizenship and residency and therefore deny the allegations in Paragraph 40. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 40 not expressly admitted herein.

41. Plaintiff Eddie Chavis is a citizen and resident of South Carolina. He is a member of the South Carolina Class and the Georgia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Eddie Chavis's citizenship and residency and therefore deny the allegations in Paragraph 41. Manufacturer Defendants

deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 41 not expressly admitted herein.

42. Plaintiff Douglas Clough is a citizen and resident of Boon, Michigan. He is a member of the Michigan Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Douglas Clough's citizenship and residency and therefore deny the allegations in Paragraph 42. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 42 not expressly admitted herein.

43. Plaintiff Brett Creger is a citizen and resident of Minnesota. He is a member of the Minnesota Class and the North Dakota Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Brett Creger is a resident of Minnesota. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Brett Creger's citizenship and therefore deny the allegations in Paragraph 43. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 43 not expressly admitted herein.

44. Plaintiff Clinton Curry is a citizen and resident of Kanawha County, West Virginia. He is a member of the West Virginia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Clinton Curry's citizenship and residency and therefore deny the allegations in Paragraph 44. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 44 not expressly admitted herein.

45. Plaintiff Christopher Curtis is a citizen and resident of Monmoth, Maine. He is a member of the Maine Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Christopher Curtis's citizenship and residency and therefore deny the allegations in Paragraph 45. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 45 not expressly admitted herein. Answering further, Manufacturer Defendants deny that Plaintiff Christopher Curtis is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Curtis.

46. Plaintiff Michael Dahlke is a citizen and resident of Michigan. He is a member of the Michigan Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Michael Dahlke's citizenship and residency and therefore deny the allegations in Paragraph 46. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 46 not expressly admitted herein.

47. Plaintiff Sawyer Dean is a citizen and resident of Fort Edward, New York. He is a member of the New York Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Sawyer Dean is a resident of Fort Edward, New York. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Sawyer Dean's citizenship and therefore deny the allegations in Paragraph 47. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 47 not expressly admitted herein.

48. Plaintiff Daniel Denton is a citizen and resident of Plantersville, Texas. He is a member of the Texas Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Daniel Denton's citizenship and residency and therefore deny the allegations in Paragraph 48. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 48 not expressly admitted herein.

49. Plaintiff Alden Dill is a citizen and resident of New Hampshire. He is a member of the New Hampshire Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Alden Dill's citizenship and

residency and therefore deny the allegations in Paragraph 49. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 49 not expressly admitted herein.

50. Plaintiff Will Dobson is a citizen and resident of Tennessee. He is a member of the Tennessee Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Will Dobson's citizenship and residency and therefore deny the allegations in Paragraph 50. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 50 not expressly admitted herein.

51. Plaintiff Craig Dow is a citizen and resident of Michigan. He is a member of the Michigan Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Craig Dow's citizenship and residency and therefore deny the allegations in Paragraph 51. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 51 not expressly admitted herein.

52. Plaintiff Kirk Egner is a citizen and resident of Kevil, Kentucky. He is a member of the Kentucky Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Kirk Egner is a resident of Kevil, Kentucky. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Kirk Egner's citizenship and therefore deny the allegations in Paragraph 52. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 52 not expressly admitted herein.

53. Plaintiff Mark Engdahl is a citizen and resident of New River, Arizona. He is a member of the Arizona Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Mark Engdahl's citizenship and residency and therefore deny the allegations in Paragraph 53. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 53 not expressly admitted herein.

54. Plaintiff Joshua Farley is a citizen and resident of Pennsylvania. He is a member of the Pennsylvania Class alleged herein. Plaintiff Farley owns and operates Plaintiff Farley Farms, LLC, which is also a member of the Pennsylvania Class alleged herein. All references herein to "Joshua Farley" and/or "Farley" are references to Mr. Farley personally and to his entity, Farley Farms, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Joshua Farley's citizenship and residency or his ownership or operation of Farley Farms, LLC, and therefore deny the

allegations in Paragraph 54. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 54 not expressly admitted herein.

55. Plaintiff Cody Farner is a citizen and resident of Tennessee. He is a member of the Tennessee Class, the North Carolina Class, and the Georgia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Cody Farner's citizenship and residency and therefore deny the allegations in Paragraph 55. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 55 not expressly admitted herein.

56. Plaintiff Russell Faubion is a citizen and resident of Blockton, Iowa. He is a member of the Iowa Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Russel Faubion's citizenship and residency and therefore deny the allegations in Paragraph 56. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 56 not expressly admitted herein.

57. Plaintiff Kyle Feldkamp is a citizen and resident of Altamont, Illinois. He is a member of the Illinois Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Kyle Feldkamp's citizenship and

residency and therefore deny the allegations in Paragraph 57. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 57 not expressly admitted herein.

58. Plaintiff Cosimo Ferrante is a citizen and resident of Massachusetts. He is a member of the Massachusetts Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Cosimo Ferrante's citizenship and residency and therefore deny the allegations in Paragraph 58. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 58 not expressly admitted herein.

59. Plaintiff Norman Fohne is a citizen and resident of Troy, Illinois. He is a member of the Illinois Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Norman Fohne's citizenship and residency and therefore deny the allegations in Paragraph 59. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 59 not expressly admitted herein.

60. Plaintiff Cline (Tommy) Fricks is a citizen and resident of Georgia. He is a member of the Georgia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Cline (Tommy) Fricks's citizenship and residency and therefore deny the allegations in Paragraph 60. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 60 not expressly admitted herein.

61. Plaintiff Michael Gallegos is a citizen and resident of Gilbert, Arizona. He is a member of the Arizona Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Michael Gallegos's citizenship and residency and therefore deny the allegations in Paragraph 61. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 61 not expressly admitted herein.

62. Plaintiff Clyde Garduno is a citizen and resident of New Mexico. He is a member of the New Mexico Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Clyde Garduno's citizenship and residency and therefore deny the allegations in Paragraph 62. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 62 not expressly admitted herein.

63. Plaintiff Patrick Gisi is a citizen and resident of South Dakota. He is a member of the South Dakota Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Patrick Gisi's citizenship and residency and therefore deny the allegations in Paragraph 63. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 63 not expressly admitted herein.

64. Plaintiff Gary Goodson is a citizen and resident of Carl Junction, Missouri. He is a member of the Missouri Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Gary Goodson's citizenship and residency and therefore deny the allegations in Paragraph 64. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 64 not expressly admitted herein. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Gary Goodson, and therefore Manufacturer Defendants deny that Plaintiff Goodson is a properly named Plaintiff in this action. *See* ECF Nos. 826, 862.

65. Plaintiff Robert Gosche is a citizen and resident of Tiffin, Ohio. He is a member of the Ohio Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Robert Gosche's citizenship and

residency and therefore deny the allegations in Paragraph 65. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 65 not expressly admitted herein.

66. Plaintiff Arno Graves is a citizen and resident of Ottawa County, Oklahoma. He is a member of the Missouri Class and Oklahoma Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Arno Graves is a resident of Wyandotte, Oklahoma. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Arno Graves's citizenship and therefore deny the allegations in Paragraph 66. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 66 not expressly admitted herein.

67. Plaintiff Joseph Griffiths is a citizen and resident of New Hampshire. He is a member of the New Hampshire Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Joseph Griffiths' citizenship and residency and therefore deny the allegations in Paragraph 67. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 67 not expressly admitted herein.

68. Plaintiff Tim Grissom is a citizen and resident of Tennessee. He is a member of the Tennessee Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Tim Grissom's citizenship and residency and therefore deny the allegations in Paragraph 68. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 68 not expressly admitted herein.

69. Plaintiff Jim Guire is a citizen and resident of Colorado. He is a member of the Colorado Class alleged herein. Plaintiff Guire owns and operates Plaintiff The Meadows Ranch, LLC, which is also a member of the Colorado Class alleged herein. All references herein to "Jim Guire" and/or "Guire" are references to Mr. Guire personally and to his entity, The Meadows Ranch, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jim Guire's citizenship and residency and his ownership or operation of The Meadows Ranch, LLC, and therefore deny the allegations in Paragraph 69. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 69 not expressly admitted herein.

70. Plaintiff Michael Hamm is a citizen and resident of Waupaca, Wisconsin. He is a member of the Wisconsin Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Michael Hamm is a resident of Waupaca, Wisconsin. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Michael Hamm's citizenship and therefore deny the allegations in Paragraph 70. Manufacturer Defendants

deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 70 not expressly admitted herein.

71. Plaintiff Rick Hardin is a citizen and resident of Loogootee, Indiana. He is a member of the Indiana Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Rick Hardin's citizenship and residency and therefore deny the allegations in Paragraph 71. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 71 not expressly admitted herein.

72. Plaintiff Alan Hargraves is a citizen and resident of Helena, Arkansas. He is a member of the Arkansas Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Alan Hargraves is a resident of Helena, Arkansas. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Alan Hargraves' citizenship and therefore deny the allegations in Paragraph 72. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 72 not expressly admitted herein.

73. Plaintiff Jeffery Harrison is a citizen and resident of Haskell, Arkansas. He is a member of the Arkansas Class alleged herein. Plaintiff Harrison owns and operates Plaintiff J & C Housing Construction, LLC, which is also a member of the Arkansas Class alleged herein. All

references herein to “Jeffery Harrison” and/or “Harrison” are references to Mr. Harrison personally and to his entity, J & C Housing Construction, LLC.

ANSWER: Manufacturer Defendants admit that Plaintiff Jeffery Harrison is a resident of Haskell, Arkansas. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jeffery Harrison’s citizenship and his ownership or operation of J&C Housing Construction, LLC, and therefore deny the allegations in Paragraph 73. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 73 not expressly admitted herein.

74. Plaintiff Brian Hayes is a resident of Ohio. He is a member of the Ohio Class alleged herein. Plaintiff Hayes owns and operates Plaintiff Hayes Brothers Joint Ventures, which is also a member of the Ohio Class alleged herein. All references herein to “Brian Hayes” and/or “Hayes” are references to Mr. Hayes personally and to his partnership entity, Hayes Brothers Joint Ventures.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Brian Hayes’s citizenship and residency and his ownership and operation of Hayes Brothers Joint Ventures, and therefore deny the allegations in Paragraph 74. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 74 not expressly admitted herein.

75. Plaintiff Mark Hazeltine is a citizen and resident of Troy, Missouri. He is a member of the Missouri Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Mark Hazeltine is a resident of Troy, Missouri. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Mark Hazeltine's citizenship and therefore deny the allegations in Paragraph 75. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 75 not expressly admitted herein.

76. Plaintiff Curtis Hoff is a citizen and resident of South Dakota. He is a member of the South Dakota Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Curtis Hoff's citizenship and residency and therefore deny the allegations in Paragraph 76. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 76 not expressly admitted herein.

77. Plaintiff Joe Jackson is a citizen and resident of Alabama. He is a member of the Alabama Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Joe Jackson is a resident of Alabama. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Joe Jackson's citizenship and therefore deny the allegations in Paragraph 77. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 77 not expressly admitted herein.

78. Plaintiff Jeff Jacobson is a citizen and resident of Nevada. He is a member of the Nevada Class and the Nebraska Class alleged herein. Plaintiff Jacobson owns and operates Plaintiff Jacobson Fab, LLC, which is also a member of the Nevada Class and Nebraska Class alleged herein. All references herein to “Jeff Jacobson” and/or “Jacobson” are references to Mr. Jacobson personally and to his entity, Jacobson Fab, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jeff Jacobson’s citizenship and residency and his ownership and operation of Jacobson Fab, LLC, and therefore deny the allegations in Paragraph 78. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 78 not expressly admitted herein.

79. Plaintiff Frank James is a citizen and resident of Crawfordsville, Indiana. He is a member of the Indiana Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Frank James’s citizenship and residency and therefore deny the allegations in Paragraph 79. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 79 not expressly admitted herein.

80. Plaintiff Earnest Jenkins is a citizen and resident of West Virginia. He is a member of the West Virginia Class and the Pennsylvania Class alleged herein. Plaintiff Jenkins owns and operates Jenkins Timber & Wood, Inc., which is also a member of the Pennsylvania Class and

West Virginia Class alleged herein. All references herein to “Earnest Jenkins” and/or “Jenkins” are references to Mr. Jenkins personally and to his entity, Jenkins Timber & Wood, Inc.

ANSWER: Manufacturer Defendants admit that Plaintiff Earnest Jenkins is a resident of West Virginia. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Earnest Jenkins’ citizenship and his ownership and operation of Jenkins Timber & Wood, Inc., and therefore deny the allegations in Paragraph 80. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 80 not expressly admitted herein.

81. Plaintiff Tom Karnatz is a citizen and resident of Montana. He is a member of the Montana Class alleged herein. Plaintiff Karnatz owns and operates Plaintiff Karnatz Tree Service and Logging, LLC, which is also a member of the Montana Class alleged herein. All references herein to “Tom Karnatz” and/or “Karnatz” are references to Mr. Karnatz personally and to his entity, Karnatz Tree Service and Logging, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Tom Karnatz’s citizenship and residency and his ownership and operation of Karnatz Tree Service and Logging, LLC, and therefore deny the allegations in Paragraph 81. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 81 not expressly admitted herein.

82. Plaintiff Jack Kimmich is a citizen and resident of California. He is a member of the California Class alleged herein. Plaintiff Kimmich owns and operates Plaintiff Soils to Grow,

LLC, which is also a member of the California Class alleged herein. All references herein to “Jack Kimmich” and/or “Kimmich” are references to Mr. Kimmich personally and to his entity, Soils to Grown, LLC.

ANSWER: Manufacturer Defendants admit that Plaintiff Jack Kimmich is a resident of California. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jack Kimmich’s citizenship and ownership and operation of Soils to Grow, LLC, and therefore deny the allegations in Paragraph 82. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 82 not expressly admitted herein.

83. Plaintiff George Kirven is a citizen and resident of South Carolina. He is a member of the South Carolina Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff George Kirven’s citizenship and residency and therefore deny the allegations in Paragraph 83. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 83 not expressly admitted herein.

84. Plaintiff Jason Klingenberg is a citizen and resident of Lyon County, Iowa. He is a member of the Iowa Class and Minnesota Class alleged herein. Plaintiff Klingenberg owns and operates Plaintiff K & J Trucking, Inc., which is also a member of the Iowa Class and Minnesota Class alleged herein. All references herein to “Jason Klingenberg” and/or “Klingenberg” are references to Mr. Klingenberg personally and to K & J Trucking, Inc.

ANSWER: Manufacturer Defendants admit that Plaintiff Jason Klingenberg is a resident of George, Iowa. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jason Klingenberg's citizenship and his ownership and operation of K & J Trucking, Inc., and therefore deny the allegations in Paragraph 84. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 84 not expressly admitted herein.

85. Plaintiff Larry Lempka is a citizen and resident of Colorado. He is a member of the Colorado Class alleged herein. Plaintiff Lempka owns and operates Plaintiff Los Rios Farm, LLC, which is also a member of the Colorado Class alleged herein. All references herein to "Larry Lempka" and/or "Lempka" are references to Mr. Lempka personally and to Los Rios Farm, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Larry Lempka's citizenship and residency and ownership and operation of Los Rios Farm, LLC, and therefore deny the allegations in Paragraph 85. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 85 not expressly admitted herein.

86. Plaintiff Justin Lemonds is a citizen and resident of Robbins, North Carolina. He is a member of the North Carolina Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Justin Lemonds' citizenship and residency and therefore deny the allegations in Paragraph 86. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 86 not expressly admitted herein.

87. Plaintiff Josh Lesko is a citizen and resident of Sheridan, Illinois. He is a member of the Illinois Class alleged herein. Plaintiff Lesko owns and operates Plaintiff Busted Knuckles Landscaping, LLC, which is also a member of the Illinois Class alleged herein. All references herein to “Josh Lesko” and/or “Lesko” are references to Mr. Lesko personally and to Busted Knuckles Landscaping, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Josh Lesko’s citizenship and residency and his ownership and operation of Busted Knuckles Landscaping, LLC, and therefore deny the allegations in Paragraph 87. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 87 not expressly admitted herein.

88. Plaintiff Larry and Wyatt Loeffler are citizens and residents of Mitchell, Nebraska. They are each a member of the Nebraska Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiffs Larry and Wyatt Loeffler’s citizenship and residency and therefore deny the allegations in Paragraph 88. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 88 not expressly admitted herein.

89. Plaintiff Gerald Lunkwitz is a citizen and resident of Gothenburg, Nebraska. He is a member of the Nebraska Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Gerald Lunkwitz's citizenship and residency and therefore deny the allegations in Paragraph 89. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 89 not expressly admitted herein

90. Plaintiff Jacob Mabie is a citizen and resident of Michigan. He is a member of the Texas Class and the Michigan Class alleged herein. Plaintiff Mabie owns and operates Plaintiff Mabie Trucking, Inc., which is also a member of the Texas Class and Michigan Class alleged herein. All references herein to "Jacob Mabie" and/or "Mabie" are references to Mr. Mabie personally and to Mabie Trucking, Inc.

ANSWER: Manufacturer Defendants admit that Plaintiff Jacob Mabie is a resident of Michigan. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jacob Mabie's citizenship and ownership and operation of Mabie Trucking, Inc., and therefore deny the allegations in Paragraph 90. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 90 not expressly admitted herein.

91. Plaintiff Jess Metzger is a citizen and resident of New Jersey. He is a member of the New Jersey Class alleged herein. Plaintiff Metzger owns and operates Jemco Excavating, LLC, which is also a member of the New Jersey Class alleged herein. All references herein to

“Jess Metzger” and/or “Metzger” are references to Mr. Metzger personally and to Jemco Excavating, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jess Metzger’s citizenship and residency and ownership and operation of Jemco Excavating, LLC, and therefore deny the allegations in Paragraph 91. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 91 not expressly admitted herein.

92. Plaintiff John Miller is a citizen and resident of New York. He is a member of the New York Class and the New Jersey Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff John Miller is a resident of New York. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff John Miller’s citizenship and therefore deny the allegations in Paragraph 92. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 92 not expressly admitted herein. Answering further, Manufacturer Defendants deny Paragraph 92 to the extent it is inconsistent with Plaintiff Miller’s deposition testimony on his representation and/or membership of the New Jersey class as alleged.

93. Plaintiff Kyle Minich is a citizen and resident of Rimersburg, Pennsylvania. He is a member of the Pennsylvania Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Kyle Minich’s citizenship and

residency and therefore deny the allegations in Paragraph 93. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 93 not expressly admitted herein.

94. Plaintiff Cal Moore is a citizen and resident of Crew, Virginia. He is a member of the Virginia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Cal Moore's citizenship and residency and therefore deny the allegations in Paragraph 94. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 94 not expressly admitted herein.

95. Plaintiff Vonda Moreland is a citizen and resident of Maryland. She is a member of the Maryland Class and the West Virginia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Vonda Moreland's citizenship and residency and therefore deny the allegations in Paragraph 95. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 95 not expressly admitted herein.

96. Plaintiff Robert Shane Morgan is a citizen and resident of Alabama. He is a member of the Alabama Class alleged herein. Plaintiff Morgan owns and operates Plaintiff R. S. Morgan Farms, LLC, which is also a member of the Alabama Class alleged herein. All references

herein to “Robert Shane Morgan,” “Robert Morgan,” and/or “Morgan” are references to Mr. Morgan personally and to R. S. Morgan Farms, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Shane Morgan’s citizenship and residency and ownership and operation of R.S. Morgan Farms, LLC, and therefore deny the allegations in Paragraph 96. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 96 not expressly admitted herein.

97. Plaintiff Ron Nash is a citizen and resident of Cherokee County, Kansas. He is a member of the Missouri Class and Oklahoma Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Ron Nash is a resident of Columbus, Kansas. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Ron Nash’s citizenship and therefore deny the allegations in Paragraph 97. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 97 not expressly admitted herein.

98. Plaintiff Bryan Nelms is a resident of Tuscaloosa, Alabama. He is a member of the Alabama -Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Bryan Nelms’s citizenship and residency and therefore deny the allegations in Paragraph 98. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 98 not expressly admitted herein.

99. Plaintiff Matt Ortner is a resident of Ohio. He is a member of the Ohio Class alleged herein. Plaintiff Ortner owns and operates Plaintiff Associated Contractors, Inc. and Plaintiff Ortner Grass Fed Beef, LLC, each of which is also a member of the Ohio Class alleged herein. All references herein to “Matt Ortner” and/or “Ortner” are references to Mr. Ortner personally and to these two entities.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Matt Ortner’s citizenship and residency and ownership and operation of Ortner Grass Fed Beef, LLC and Associated Contractors, Inc., and therefore deny the allegations in Paragraph 99. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 99 not expressly admitted herein.

100. Plaintiff Donald Ouelette is a citizen and resident of Maine. He is a member of the Maine Class and the New Hampshire Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Donald Ouelette’s citizenship and residency and therefore deny the allegations in Paragraph 100. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 100 not expressly admitted herein.

101. Plaintiff Joe Pate is a citizen and resident of Texoma, Oklahoma. He is a member of the Oklahoma Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Joe Pate's citizenship and residency and therefore deny the allegations in Paragraph 101. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 101 not expressly admitted herein.

102. Plaintiff Mike Ping is a citizen and resident of Rock Hill, South Carolina. He is a member of the South Carolina Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Mike Ping's citizenship and residency and therefore deny the allegations in Paragraph 102. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 102 not expressly admitted herein.

103. Plaintiff Ter Puskarich is a citizen and resident of Pennsylvania. He is a member of the Pennsylvania Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Ter Puskarich's citizenship and residency and therefore deny the allegations in Paragraph 103. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 103 not expressly admitted herein.

104. Plaintiff John Raburn is a citizen and resident of Florida. He is a member of the Florida Class alleged herein. Plaintiff Raburn owns and operates Plaintiff Raburn Ranch, LLC, which is also a member of the Florida Class alleged herein. All references herein to “John Raburn” and/or “Raburn” are references to Mr. Raburn personally and to his entity, Raburn Ranch, LLC.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff John Raburn’s citizenship and residency and ownership and operation of Raburn Ranch, LLC, and therefore deny the allegations in Paragraph 104. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 104 not expressly admitted herein.

105. Plaintiff Stanley Richardson is a citizen and resident of Marshall, Texas. He is a member of the Texas Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Stanley Richardson’s citizenship and residency and therefore deny the allegations in Paragraph 105. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 105 not expressly admitted herein.

106. Plaintiff Brian Riessland is a citizen and resident of Amherst, Nebraska. He is a member of the Nebraska Class alleged herein. Plaintiff Riessland owns and operates Plaintiff B & A Riessland Farms, Inc., which is also a member of the Nebraska Class alleged herein. All

references herein to “Brian Riessland” and/or “Riessland” are references to Mr. Riessland personally and to his entity, B & A Riessland Farms, Inc.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Brian Riessland’s citizenship and residency and ownership and operation of B & A Riessland Farms, Inc., and therefore deny the allegations in Paragraph 106. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 106 not expressly admitted herein.

107. Plaintiff Pete Rumore is a citizen and resident of Florida. He is a member of the Florida Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Pete Rumore’s citizenship and residency and therefore deny the allegations in Paragraph 107. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 107 not expressly admitted herein.

108. Plaintiff Wayne Rupe is a citizen and resident of Wapello County, Iowa. He is a member of the Iowa Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Wayne Rupe’s citizenship and residency and therefore deny the allegations in Paragraph 108. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 108 not expressly admitted herein.

109. Plaintiff Leonard Saathoff is a citizen and resident of South Dakota. He is a member of the South Dakota Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Leonard Saathoff's citizenship and residency and therefore deny the allegations in Paragraph 109. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 109 not expressly admitted herein.

110. Plaintiff Kenneth Seever is a citizen and resident of Tennessee. He is a member of the Tennessee Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Kenneth Seever's citizenship and residency and therefore deny the allegations in Paragraph 110. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 110 not expressly admitted herein.

111. Plaintiff Adam Sevy is a citizen and resident of Cass County, Missouri. He is a member of the Kansas Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Adam Sevy is a resident of Peculiar, Missouri. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Adam Sevy's citizenship and

therefore deny the allegations in Paragraph 111. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 111 not expressly admitted herein.

112. Plaintiff Anthony Shaw is a resident of Byron, Georgia. He is a member of the Georgia Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Anthony Shaw is a resident of Byron, Georgia. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Anthony Shaw's citizenship and therefore deny the allegations in Paragraph 112. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 112 not expressly admitted herein.

113. Plaintiff Rusty Shaw is a resident of Byron, Georgia. He is a member of the Georgia Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Rusty Shaw's citizenship and residency and therefore deny the allegations in Paragraph 113. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 113 not expressly admitted herein.

114. Plaintiff Matthew Sickelton is a citizen and resident of Virginia. He is a member of the Virginia Class and the North Carolina Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Matthew Sickelton's citizenship and residency and therefore deny the allegations in Paragraph 114. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 114 not expressly admitted herein. Answering further, Manufacturer Defendants deny that Plaintiff Matthew Sickelton is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Sickelton.

115. Plaintiff Dan Smith is a citizen and resident of Wyoming. He is a member of the Wyoming Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Dan Smith's citizenship and residency and therefore deny the allegations in Paragraph 115. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 115 not expressly admitted herein.

116. Plaintiff Robert Stanton is a citizen and resident of Pennsylvania. He is a member of the Pennsylvania Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Robert Stanton's citizenship and residency and therefore deny the allegations in Paragraph 116. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 116 not expressly admitted herein.

117. Plaintiff Howard Stembridge is a citizen and resident of Tennessee. He is a member of the Tennessee Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Howard Stembridge is a resident of Tennessee. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Howard Stembridge's citizenship and therefore deny the allegations in Paragraph 117. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 117 not expressly admitted herein.

118. This paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class Representative whose claims the Court dismissed in its Order of March 9, 2022. (Docket No. 451).

ANSWER: Paragraph 118 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 118.

119. Plaintiff Charles Strickland is a citizen and resident of Fort White, Florida. He is a member of the Florida Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Charles Strickland's citizenship and residency and therefore deny the allegations in Paragraph 119. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil

Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 119 not expressly admitted herein. Answering further, Manufacturer Defendants deny that Plaintiff Charles Strickland is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Strickland.

120. Plaintiff Tim Sullivan is a citizen and resident of Kevil, Kentucky. He is a member of the Kentucky Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Tim Sullivan is a resident of Kevil, Kentucky. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Tim Sullivan's citizenship and therefore deny the allegations in Paragraph 120. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 120 not expressly admitted herein.

121. Plaintiff Tracy Sullivan is a citizen and resident of Kevil, Kentucky. He is a member of the Kentucky Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Tracy Sullivan is a resident of Kevil, Kentucky. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Tracy Sullivan's citizenship and therefore deny the allegations in Paragraph 121. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 121 not expressly admitted herein.

122. Plaintiff Jerry Terry is a citizen and resident of Springfield, Tennessee. He is a member of the Tennessee Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Jerry Terry's citizenship and residency and therefore deny the allegations in Paragraph 122. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 122 not expressly admitted herein.

123. Plaintiff Tim Towle is a citizen and resident of New Hampshire. He is a member of the New Hampshire Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Tim Towle's citizenship and residency and therefore deny the allegations in Paragraph 123. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 123 not expressly admitted herein.

124. Plaintiff Simon Vicknair is a citizen and resident of Louisiana. He is a member of the Louisiana Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Simon Vicknair's citizenship and residency and therefore deny the allegations in Paragraph 124. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23,

deny that class certification is appropriate, and deny all allegations in Paragraph 124 not expressly admitted herein.

125. Plaintiff Lawrence Wachholder is a citizen and resident of New York. He is a member of the New York Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Lawrence Wachholder is a resident of New York. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Lawrence Wachholder's citizenship and therefore deny the allegations in Paragraph 125. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 125 not expressly admitted herein.

126. Plaintiff Ross Watermann is a citizen and resident of Vona, Colorado. He is a member of the Colorado Class and Kansas Class alleged herein. Plaintiff Watermann owns and operates Plaintiff Watermann Land and Cattle, LLC, which is also a member of the Colorado Class and Kansas Class alleged herein. All references herein to "Ross Watermann" and/or "Watermann" are references to Mr. Watermann personally and to his entity, Watermann Land and Cattle, LLC.

ANSWER: Manufacturer Defendants admit that Plaintiff Ross Watermann is a resident of Vona, Colorado. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Ross Watermann's citizenship and ownership and operation of Watermann Land and Cattle, LLC, and therefore deny the allegations in Paragraph 126. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that

class certification is appropriate, and deny all allegations in Paragraph 126 not expressly admitted herein.

127. Plaintiff Wayne Wells is a citizen and resident of Oklahoma. He is a member of the Oklahoma Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Wayne Wells is a resident of Oklahoma. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Wayne Wells' citizenship and therefore deny the allegations in Paragraph 127. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 127 not expressly admitted herein.

128. Plaintiff Dale Wendt is a citizen and resident of Weyauwega, Wisconsin. He is a member of the Wisconsin Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Dale Wendt is a resident of Weyauwega, Wisconsin. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Dale Wendt's citizenship and therefore deny the allegations in Paragraph 128. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 128 not expressly admitted herein.

129. Plaintiff William White is a citizen and resident of Crouse, North Carolina. He is a member of the North Carolina Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff William White's citizenship and residency and therefore deny the allegations in Paragraph 129. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 129 not expressly admitted herein.

130. Plaintiff Susan Whitehead is a citizen and resident of Casa Grande, Arizona. She is a member of the Arizona Class alleged herein.

ANSWER: Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Susan Whitehead's citizenship and residency and therefore deny the allegations in Paragraph 130. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 130 not expressly admitted herein.

131. This paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class Representative whose claims the Court dismissed in its Order of March 9, 2022. (Docket No. 451).

ANSWER: Paragraph 131 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 131.

132. Plaintiff Dwayne Wurth is a citizen and resident of Paducah, Kentucky. He is a member of the Kentucky Class alleged herein. Plaintiff Wurth owns and operates Plaintiff Wurth Excavating, LLC, which is also a member of the Kentucky Class alleged herein. All references

herein to “Dwayne Wurth” and/or “Wurth” are references to Mr. Wurth personally and to Wurth Excavating, LLC.

ANSWER: Manufacturer Defendants admit that Plaintiff Dwayne Wurth is a resident of Paducah, Kentucky. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Dwayne Wurth’s citizenship and ownership and operation of Wurth Excavating, LLC, and therefore deny the allegations in Paragraph 132. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 132 not expressly admitted herein.

133. Plaintiff Terry Zornes is a citizen and resident of Allen County, Kansas. He is a member of the Kansas Class alleged herein.

ANSWER: Manufacturer Defendants admit that Plaintiff Terry Zornes is a resident of Moran, Kansas. Manufacturer Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations regarding Plaintiff Terry Zornes’ citizenship and therefore deny the allegations in Paragraph 133. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 133 not expressly admitted herein.

134. Defendant Smitty’s Supply, Inc. is a for-profit company incorporated in Louisiana and with its principal place of business in Roseland, Louisiana. Defendant Smitty’s Supply, Inc. has at times purported to own and/or be affiliated with Cam2 International, L.L.C., but Smitty’s and Cam2 are and were at all relevant times distinct legal entities. Smitty’s and Cam2 have advertised and sold their products, including the 303 THF Products throughout the United States,

including at Atwoods, Tractor Supply Company, Rural King, Orscheln, and other retail stores. In this 5th ACC, claims are stated against Smitty's on behalf of each of the state-specific Classes.

ANSWER: Manufacturer Defendants admits that Smitty's Supply, Inc. is incorporated in Louisiana, with its principal place of business in Roseland, Louisiana. Manufacturer Defendants admit that Smitty's Supply, Inc., and CAM2 International, LLC are distinct legal entities. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23 and deny that class certification is appropriate, as well as the remaining allegations in Paragraph 134.

135. Defendant Cam2 International, L.L.C. ("Cam2") is a for-profit company incorporated in Louisiana and with its principal place of business in Roseland, Louisiana. Cam2 and Smitty's have advertised and sold the 303 THF Products throughout the United States at various retail stores, including those owned and operated by Atwood Distributing, LP, Tractor Supply Company, Rural King, and other retail stores. In this 5th ACC, claims are stated against Cam2 on behalf of each of the state-specific Classes.

ANSWER: Manufacturer Defendants admits that CAM2 International, LLC is incorporated in Louisiana, with its principal place of business in Roseland, Louisiana. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23 and deny that class certification is appropriate, and deny the remaining allegations in Paragraph 135.

136. Tractor Supply Company ("Tractor Supply") is a for-profit company with its principal place of business in Brentwood, Tennessee. Tractor Supply Company has advertised and sold the 303 THF Products throughout the United States at its retail stores. In this 5th ACC, no

claims are stated against Tractor Supply, as those claims were resolved in a nationwide class settlement that received Final Court Approval on January 6, 2022. ([Docket No. 335](#)).

ANSWER: Manufacturer Defendants admit that Plaintiffs do not state any claims against Tractor Supply in the Fifth Amended Consolidated Complaint. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 136, and therefore deny the same.

137. Rural King Administration, Inc. Rural King Distribution & Management, Inc., and Rural King Holding Co. (collectively “Rural King”) are for-profit companies with their principal place of business located at 4216 DeWitt Avenue, Mattoon, Illinois 61938. Rural King has advertised and sold the 303 THF Products at its retail stores in several states including Alabama, Florida, Illinois, Indiana, Kentucky, Tennessee, Ohio, Michigan, Missouri, North Carolina, Pennsylvania, Virginia, and West Virginia. In this 5th ACC, no claims are stated against Rural King, as those claims were resolved in a nationwide class settlement that received Final Court Approval on January 6, 2022. ([Docket No. 335](#)).

ANSWER: Manufacturer Defendants admit that Plaintiffs do not state any claims against Rural King Administration, Inc. in the Fifth Amended Consolidated Complaint. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 137, and therefore deny the same.

138. Orscheln Farm and Home LLC (“Orscheln”) is a for-profit limited liability company with its principal place of business in Moberly, Missouri. Orscheln has advertised and sold the 303 THF Products in several states including Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Ohio, Oklahoma, Nebraska, and Texas. In this 5th ACC, no claims are stated against

Orscheln, as those claims were resolved in a nationwide class settlement that received Final Court Approval on January 6, 2022. ([Docket No. 335](#)).

ANSWER: Manufacturer Defendants admit that Plaintiffs do not state any claims against Orscheln Farm and Home LLC in the Fifth Amended Consolidated Complaint. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 138, and therefore deny the same.

139. Atwood Distributing, LP (“Atwoods”) is a for-profit limited liability company incorporated in Oklahoma and with its principal place of business in Enid, Oklahoma. Atwoods has advertised and sold the 303 THF Products at its Atwoods Ranch and Home retail stores in several states including Arkansas, Kansas, Missouri, Oklahoma, and Texas. In this 5th ACC, no claims are stated against Atwoods, as those claims were resolved in a nationwide class settlement that received Final Court Approval on January 6, 2022. ([Docket No. 335](#)).

ANSWER: Manufacturer Defendants admit that Plaintiffs do not state any claims against Atwood Distributing, LP in the Fifth Amended Consolidated Complaint. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 139, and therefore deny the same.

140. Ed Smith and Chad Tate direct and control Smitty’s and Cam2’s hydraulic fluid manufacturing and marketing operations. At all times during the Class Period, Ed Smith and Chad Tate each had knowledge of and directed the wrongful conduct alleged herein. Ed Smith and Chad Tate knew and directed that line flush, used oils, and other waste oil be disposed of through the process of blending those materials into the 303 THF Products during the manufacturing process. Ed Smith and Chad Tate also each knew about the true and harmful nature of the 303 THF

Products, yet nonetheless directed that such nature be concealed and undisclosed to purchasers and that numerous false statements be placed on and/or remain on the 303 THF Products labels.

ANSWER: Paragraph 140 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Manufacturer Defendants need not respond to Paragraph 140.

141. Defendants' conduct has harmed purchasers, including each Plaintiff, by inducing them to purchase and use Defendants' 303 THF Products through the false promise that the 303 THF Products met or had an equivalency to certain specifications (including JD-303 and J20A) and by directly or implicitly representing that the products were safe for use in farm, construction and logging equipment and had certain characteristics and qualities that protected equipment from wear and damage when, in reality, the products did not meet any specifications and caused harm, increased wear and damage to Plaintiffs' equipment. The impacts and harm that each Plaintiff's and each purchaser's equipment suffered was common to all, regardless of the particular OEM or the particular tractor model in which the 303 THF Products were used, or the particular use or maintenance practices of each Plaintiff and Class Member.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 141.

JURISDICTION AND VENUE

142. Federal Jurisdiction is proper pursuant to the Class Action Fairness Act ("CAFA"), [28 U.S.C. § 1332\(d\)](#), because at least one Class Member is a citizen of a state different from any Defendant, there are more than 100 Class Members, and the amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs.

ANSWER: Manufacturer Defendants admit federal jurisdiction is proper as to all cases transferred to this multi-district proceeding, but deny that subject matter jurisdiction

exists as to direct-filed claims. Manufacturer Defendants deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 142 not expressly admitted herein.

143. Venue is proper in this District Court for all pretrial proceedings pursuant to 28 U.S.C. § 1407 and pursuant to the June 2, 2020 Transfer Order of the Judicial Panel on Multidistrict Litigation.

ANSWER: Manufacturer Defendants deny that venue is proper as to direct-filed claims. Manufacturer Defendants admit the venue is proper, for pretrial proceedings only, as to all cases transferred to this multi-district proceeding.

144. With regard to the transferred action of *Zornes, et al. v. Smitty's Supply, Inc., et al.*, Case No. 19-cv-2257-JAR-TJJ (D. Kan.), the United States District Court for the District of Kansas is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in Kansas and elsewhere. The United States District Court of Kansas has personal jurisdiction over Defendants Smitty's, and Cam2, and had personal jurisdiction over former Defendants Tractor Supply, and Orscheln, and Atwoods, because those companies transact business in Kansas, through their various advertising methods and product sales directed toward Kansas residents. Additionally, Plaintiffs Zornes, Sevy, Bollin, and Watermann purchased the 303 THF Products at issue in Kansas. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, 28 U.S.C. §1332(d).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 144. To the extent Paragraph 144 contains legal conclusions, Manufacturer Defendants need not respond.

145. With regard to the transferred action of *Wurth, et al. v. Smitty's Supply, Inc., et al.*, Case No. 19-cv-00092-TBR (W. D. Kentucky), the United States District Court for the Western District of Kentucky is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the Western District of Kentucky and elsewhere. The United States District Court for the Western District of Kentucky has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendants Tractor Supply, Orscheln, and Rural King, because those companies transact business in Kentucky, through their various advertising methods and product sales directed toward Kentucky. Additionally, Plaintiffs Wurth, Egner, Tim Sullivan, and Tracy Sullivan purchased the 303 THF Products at issue in Kentucky. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 145. To the extent Paragraph 145 contains legal conclusions, Manufacturer Defendants need not respond.

146. With regard to the transferred action of *Buford v. Smitty's Supply, Inc., et al.* Case No. 1:19-cv-00082-BRW (E.D. Ark.), the United States District Court for the Eastern District of Arkansas is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the Eastern District of Arkansas and elsewhere. The United States District Court for the Eastern District of Arkansas has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendants Tractor Supply, Orscheln, and Atwoods, because those companies transact business in Arkansas, through their various advertising methods and product sales directed toward Arkansas. Additionally, Plaintiffs Buford, Anderson, Hargraves, and Harrison purchased the 303 THF

Products at issue in Arkansas. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 146. To the extent Paragraph 146 contains legal conclusions, Manufacturer Defendants need not respond. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Sean Buford, and therefore Manufacturer Defendants deny that Plaintiff Buford is a properly named Plaintiff in this action. See ECF Nos. 826, 862.

147. With regard to the transferred action of *Mabie v. Smitty's Supply, Inc., et al.*, Case No. 4:19-cv-03308 (S.D. Tex.), the United States District Court for the Southern District of Texas is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the Southern District of Texas and elsewhere. The United States District Court for the Southern District of Texas has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendants Tractor Supply, Orscheln, and Atwoods, because those companies transact business in Texas, through their various advertising methods and product sales directed toward Texas. Additionally, Plaintiffs Mabie, Denton, and Richardson purchased the 303 THF Products at issue in Texas. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 147. To the extent Paragraph 147 contains legal conclusions, Manufacturer Defendants need not respond.

148. With regard to the transferred action of *Blackmore, et al. v. Smitty's Supply, Inc., et al.*, Case No. 5:19-cv-04052 (N.D. Iowa), the United States District Court for the Northern

District of Iowa is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the Northern District of Iowa and elsewhere. The United States District Court for the Northern District of Iowa has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendants Tractor Supply, and Orscheln, because those companies transact business in Iowa, through their various advertising methods and product sales directed toward Iowa. Additionally, Plaintiffs Blackmore, Klingenberg, Rupe, and Faubion, purchased the 303 THF Products at issue in Iowa. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 148. To the extent Paragraph 148 contains legal conclusions, Manufacturer Defendants need not respond.

149. With regard to the transferred action of *Fosdick, et al. v. Smitty's Supply, Inc., et al.*, Case No. 2:19-cv-01850-MCE-DMC (E.D. Cal.), the United States District Court for the Eastern District of California is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the Eastern District of California and elsewhere. The United States District Court for the Eastern District of California has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendant Tractor Supply, because those companies transact business in California, through their various advertising methods and product sales directed toward California. Additionally, Plaintiff Kimmich purchased the 303 THF Products at issue in California. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 149.

To the extent Paragraph 149 contains legal conclusions, Manufacturer Defendants need not respond.

150. With regard to the transferred action of *Klingenberg v. Smitty's Supply, Inc., et al.*, Case No. 19-cv-2684-ECT/ECW (D. Minn.), the United States District Court for the District of Minnesota is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the District of Minnesota and elsewhere. The United States District Court for the District of Minnesota has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendant Tractor Supply, because those companies transact business in Minnesota, through their various advertising methods and product sales directed toward Minnesota. Additionally, Plaintiffs Klingenberg, Asfeld, and Creger purchased the 303 THF Products at issue in Minnesota. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 150.

To the extent Paragraph 150 contains legal conclusions, Manufacturer Defendants need not respond.

151. With regard to the transferred action of *Graves, et al. v. Smitty's Supply, Inc., et al.*, Case No. 4:19-cv-05089-SRB (W.D.Mo.), the United States District Court for the Western District of Missouri is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the Western District of Missouri and elsewhere. The United States District Court for the Western District of Missouri has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendants Tractor Supply, Orscheln, Rural King, and Atwoods, because those companies transact

business in Missouri, through their various advertising methods and product sales directed toward Missouri. Additionally, Plaintiffs Graves, Nash, Goodson, and Hazeltine purchased the 303 THF Products at issue in Missouri. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 151. To the extent Paragraph 151 contains legal conclusions, Manufacturer Defendants need not respond. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Gary Goodson, and therefore Manufacturer Defendants deny that Plaintiff Goodson is a properly named Plaintiff in this action. See ECF Nos. 826, 862.

152. With regard to the transferred action of *Feldkamp, et al. v. Smitty's Supply, Inc., et al.*, Case No. 2:20-cv-02177-CSB-EIL, the United States District Court for the Central District of Illinois is an appropriate venue for trial because the false representations, deceptive, dishonest, and misleading practices and the unjust enrichment occurred in the Central District of Illinois and elsewhere. The United States District Court for the Central District of Illinois has personal jurisdiction over Defendants Smitty's and Cam2, and had personal jurisdiction over former Defendants Tractor Supply, Orscheln, and Rural King, because those companies transact business in Illinois, through their various advertising methods and product sales directed toward Illinois. Additionally, Plaintiffs Feldkamp, Lesko, Fohne, and Burgdorf purchased the 303 THF Products at issue in Illinois. Federal jurisdiction is appropriate under the Class Action Fairness Act of 2005, [28 U.S.C. §1332\(d\)](#).

ANSWER: Manufacturer Defendants deny the factual allegations in Paragraph 152. To the extent Paragraph 152 contains legal conclusions, Manufacturer Defendants need not respond.

153. With regard to the claims directly filed in the 3rd ACC, the following are the respective appropriate venues for trial:

- (a) Plaintiffs Joe Jackson, Robert Shane Morgan, Brian Nelms and the Alabama Purchasers Class: United States District Court, Northern District of Alabama;
- (b) Plaintiffs Mark Engdahl, Michael Gallegos, Susan Whitehead, and the Arizona Purchasers Class: United States District Court, District of Arizona.
- (c) Plaintiffs Jim Guire, Larry Lempka, Ross Watermann, and the Colorado Purchasers Class: United States District Court, District of Colorado;
- (d) Plaintiff Todd Carusillo and the Connecticut Purchasers Class: United States District Court, District of Connecticut;
- (e) Plaintiffs Thomas James Brett, John Raburn, Pete Rumore, Charles Strickland, and the Florida Purchasers Class: United States District Court, Middle District of Florida;
- (f) Plaintiffs Cody Farner, Cline (Tommy) Fricks, Anthony Shaw, Rusty Shaw, Eddie Chavis, and the Georgia Purchasers Class: United States District Court, Middle District of Georgia;
- (g) Plaintiffs Frank James, Rick Hardin, and the Indiana Purchasers Class: United States District Court, North District of Indiana;
- (h) Plaintiffs Pat Beaver, Simon Vicknair and the Louisiana Purchasers Class: United States District Court, Middle District of Louisiana;
- (i) Plaintiffs Christopher Curtis, Harry Boynton, Donald Ouelette, and the Maine Purchasers Class: United States District Court, District of Maine;

- (j) Plaintiff Vonda Moreland and the Maryland Purchasers Class: United States District Court, District of Maryland.
- (k) Plaintiff Cosimo Ferrante and the Massachusetts Purchasers Class: United States District Court, District of Massachusetts.
- (l) Plaintiffs Douglas Clough, Michael Dahlke, Craig Dow, Jacob Mabie, and the Michigan Purchasers Class: United States District Court, Western District of Michigan;
- (m) This sub-paragraph intentionally left blank as it had previously related to the Mississippi Purchasers Class but all claims of that putative Mississippi Purchasers Class were dismissed by the Court's Order dated March 9, 2022 ([Docket No. 451](#)).
- (n) Plaintiff Tom Karnatz and the Montana Purchasers Class: United States District Court, District of Montana.
- (o) Plaintiffs Ed Chauncey, Larry and Wyatt Loeffler, Gerald Lunkwitz, Brian Riessland, Jeff Jacobson, and the Nebraska Purchasers Class: United States District Court, District of Nebraska;
- (p) Plaintiff Jeff Jacobson and the Nevada Purchasers Class: United States District Court, District of Nevada.
- (q) Plaintiffs Alden Dill, Joseph Griffiths, Tim Towle, Donald Oulette, and the New Hampshire Purchasers Class: United States District Court, District of New Hampshire.
- (r) Plaintiffs Jess Metzger, John Miller, and the New Jersey Purchasers Class: United States District Court, District of New Jersey.

- (s) Plaintiff Clyde Garduno and the New Mexico Purchasers Class: United States District Court, District of New Mexico.
- (t) Plaintiffs Sawyer Dean, John Miller, Lawrence Wachholder and the New York Purchasers Class: United States District Court, Northern District of New York;
- (u) Plaintiffs Justin Lemonds, William White, Cody Farner, Matthew Sickelton, and the North Carolina Purchasers Class: United States District Court, Middle District of North Carolina;
- (v) Plaintiff Brett Creger and the North Dakota Purchasers Class: United States District Court, District of North Dakota;
- (w) Plaintiffs Robert Gosche, Brian Hayes, Matt Ortner and the Ohio Purchasers Class: United States District Court, Southern District of Ohio;
- (x) Plaintiffs Arno Graves, Ron Nash, Joe Pate, Wayne Wells, and the Oklahoma Purchasers Class: United States District Court, Northern District of Oklahoma;
- (y) Plaintiffs Joshua Farley, Earnest Jenkins, Kyle Minich, Ter Puskarich, Robert Stanton, and the Pennsylvania Purchasers Class: United States District Court, Western District of Pennsylvania;
- (z) Plaintiffs Mike Ping, Eddie Chavis, George Kirven, and the South Carolina Purchasers Class: United States District Court, District of South Carolina;
- (aa) Plaintiffs Ed Chauncey, Patrick Gisi, Curtis Hoff, Leonard Saathoff, and the South Dakota Purchasers Class: United States District Court, District of South Dakota;

- (bb) Plaintiffs Jerry Terry, Will Dobson, Cody Farner, Tim Grissom, Kenneth Seever, Howard Stembridge and the Tennessee Purchasers Class: United States District Court, Middle District of Tennessee;
- (cc) Plaintiffs John Bartus, Jr., Robert Boone, Cal Moore, Burnis “Matthew” Sickleton, and the Virginia Purchasers Class: United States District Court, District of Virginia;
- (dd) Plaintiffs Roger Bias, Clinton Curry, Earnest Jenkins, Vonda Moreland, and the West Virginia Purchasers Class: United States District Court, Southern District of West Virginia;
- (ee) Plaintiffs Michael Hamm, Dale Wendt and the Wisconsin Purchasers Class: United States District Court, Eastern District of Wisconsin; and
- (ff) Plaintiff Dan Smith and the Wyoming Purchasers Class: United States District Court, District of Wyoming.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 153. Answering further, Manufacturer Defendants state that the Plaintiffs who directly filed their claims in the MDL did so improperly. These Plaintiffs were required to first file their claims in a court of competent jurisdiction, to then be consolidated with the MDL if appropriate. MDL consolidation does not merge disparate suits into a single cause. Accordingly, there is no subject matter jurisdiction over these claims. Answering further, Manufacturer Defendants deny Paragraph 92 to the extent it is inconsistent with Plaintiff Miller’s deposition testimony on his representation and/or membership of the New Jersey class as alleged. The Manufacturer Defendants also deny that Plaintiffs Charles Strickland, Christopher Curtis, and Matthew Sickelton are properly named Plaintiffs in this action, as

Plaintiffs' counsel have represented that they lost contact with Plaintiffs Strickland, Curtis, and Sickelton.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

154. Tractor Supply, Rural King, Orscheln, and Atwoods are in the business of selling and advertising for sale certain merchandise or retail products in trade or commerce at retail stores throughout the United States.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 154, and therefore deny the same.

155. Defendant Smitty's is in the business of manufacturing certain merchandise or retail products which are to be sold in trade or commerce at retail stores and through distributors throughout the United States.

ANSWER: Manufacturer Defendants admit the allegations in Paragraph 155.

156. Defendant Cam2 is in the business of manufacturing certain merchandise or retail products which are to be sold in trade or commerce at retail stores and through distributors throughout the United States.

ANSWER: Manufacturer Defendants admit the allegations in Paragraph 156.

157. During some or all of the time period from 2013 to present, Tractor Supply, Rural King, Orscheln, Atwoods, and other retailers sold and advertised in yellow buckets the 303 THF Products. These products were sold throughout the United States.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 157.

158. During some or all of the time period from 2013 to the present, Defendants Smitty's and Cam2 manufactured and advertised these 303 THF Products which were sold by Tractor Supply, Rural King, Orscheln, Atwoods, and other retailers.

ANSWER: Manufacturer Defendants admit that at some time during the period from 2013 to the present, Tractor Supply, Rural King, Orscheln and Atwoods sold certain size containers of Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil, each of which was manufactured by Smitty's. Manufacturer Defendants admit that at some time during the period from 2013 to present, other retailers sold certain size containers Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil, each of which was manufactured by Smitty's. Manufacturer Defendants deny the remaining allegations in Paragraph 158.

Defendants' Deceptive Labeling, Marketing and Advertising

159. During some or all of the time from 2013 to the present, Defendants offered the 303 THF Products for sale at stores all over the United States as products suitable for use as tractor hydraulic fluid and as fluids that provided certain performance benefits and met or had equivalency to a wide number of manufacturers' specifications. The average sale price for a five (5) gallon bucket of Defendants' 303 THF Products was generally between \$20.00 and \$25.00.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 159.

160. Defendants falsely and deceptively labeled, marketed and offered for sale the 303 THF Products, including (1) as meeting manufacturer specifications and being acceptable for use as hydraulic fluid, transmission fluid, and gear oil in older tractors and other equipment; (2) as a

substitute for and satisfying John Deere's JD-303 and J20A specifications; (3) as a fluid that provides extreme pressure and anti-wear protection for tractor transmission, axles and hydraulic pumps; (4) as a fluid that protects against rust and corrosion; and (5) as a fluid designed for use in equipment manufactured by Allis-Chalmers, Massey Ferguson, Deutz, JI Case/David Brown, Allison, International Harvester, White, Kubota, John Deere, Oliver, Ford and Caterpillar.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 160.

161. Defendants' labeling, marketing, advertising and sale of the 303 THF Products was widespread, continuous and contained on various signs, labels and advertisements throughout the United States for years.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 161.

162. Up until late 2017 or early 2018, Defendants' Cam2 ProMax 303 Tractor Hydraulic Oil was specifically labeled, marketed and advertised as follows:



ANSWER: Manufacturer Defendants admit that the photograph in Paragraph 162 is an accurate depiction of the back label of a five-gallon bucket of CAM2 Promax Tractor Hydraulic Oil product for a period of time that includes 2017 and a portion of 2018. Manufacturer Defendants deny the remaining allegations in Paragraph 162.

163. These representations were also contained in Defendants' advertising circulars and/or Defendants' websites, such as the following:

PROMAX™ 303 Tractor Hydraulic Oil

CAM2 PROMAX™ TRACTOR HYDRAULIC 303 OIL is general-purpose lubricant for farm and industrial tractors and construction equipment. CAM2 PROMAX™ Tractor Hydraulic 303 Oil provides performance in the areas of anti-wear, PTO clutch, rust protection, extreme pressure properties, water sensitivity, foam suppression and brake chatter reduction. CAM2 PROMAX™ Tractor Hydraulic 303 Oil is recommended for ambient temperatures between +32°F and 104°F (0°C to 40°C). For ambient temperatures outside this range or where a premium tractor hydraulic/transmission oil is required, please use a CAM2 Premium Tractor Hydraulic Fluid. CAM2 PROMAX™ Tractor Hydraulic 303 Fluid is suitable as a replacement for the following manufacturers where a tractor hydraulic fluid of this performance level is recommended:

Allis Chalmers®
Allison®
Caterpillar®
Deutz®

Ford® Tractor
International Harvester®
J.I. Case®/David Brown®
John Deere® 303, J20A

Kubota®
Massey Ferguson®
Oliver®
White®

Misapplication may cause severe performance problems. CAM2® PROMAX™ Tractor Hydraulic 303 Fluid has not been recommended by any OEM for model years later than 1974. For equipment built after 1974 requiring multi-functional fluid, use a CAM2® Premium Tractor Hydraulic Fluid.

3/1 GAL	80565-16731
3/2 GAL	80565-16732
5 GAL	80565-16705
55 GAL	80565-16755
BULK	80565-16711



ANSWER: Manufacturer Defendants deny the allegations in Paragraph 163.

164. Up until late 2017 or early 2018, Defendants' Super S Super Trac 303 Tractor Hydraulic Fluid was specifically labeled, marketed and advertised as follows:

Super S® SuperTrac® 303 Tractor Hydraulic Fluid

TECHNICAL PRODUCT INFORMATION



Super S SuperTrac 303 Tractor Hydraulic Fluid

Super S SuperTrac 303 Tractor Hydraulic Fluid is designed to lubricate the transmission, differential and final drive gears in tractors and implements. It is a multi-functional fluid used as a hydraulic medium, and as a power steering, power brake, power take-off (PTO), and implement drive fluid.

FEATURES/ BENEFITS

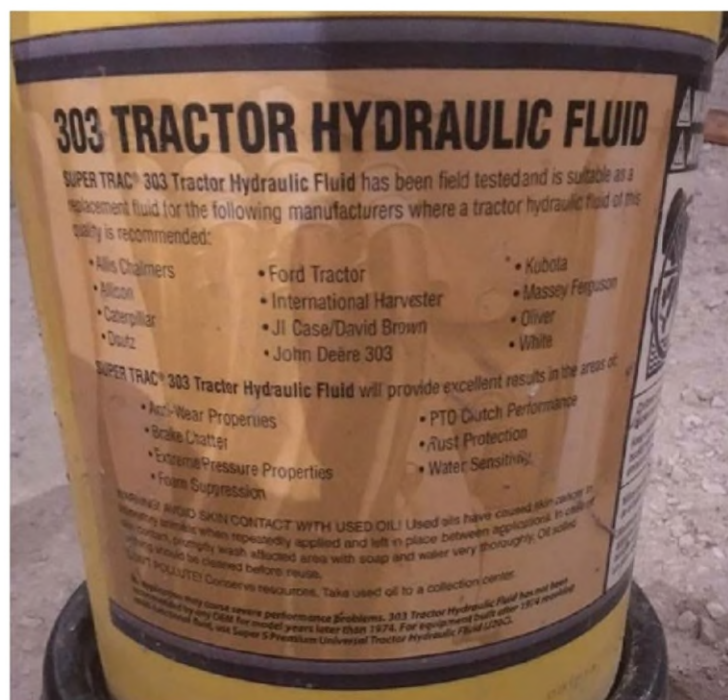
- Lubricates the transmission, differential and final drive gears in tractors and implements
- Provides extreme pressure and anti-wear protection for tractor transmission, axles and hydraulic pump
- Protects against rust and corrosion
- Provides excellent results for foam suppression and water sensitivity
- Controlled frictional characteristics permit the wet brakes to hold properly, reduces brake chatter and provides for smooth engagement of power take-off (PTO) clutches.

APPLICATIONS

SuperTrac 303 Tractor Hydraulic Fluid is designed for use as a replacement fluid for the hydraulic, power steering, power brake, power take-off (PTO), and implement drive fluid of the following manufacturers:

ANSWER: Manufacturer Defendants admit that the picture in Paragraph 164 is accurate depiction of a version of a Technical Product Information sheet for Super S Super Trac Tractor Hydraulic Fluid for a period of time during the putative class period. Manufacturer Defendants deny the remaining allegations in Paragraph 164.

165. The Super S Super Trac 303 buckets contain the following, similar information:



ANSWER: Manufacturer Defendants admit that the photograph in Paragraph 165 is an accurate depiction of the back label of a five-gallon bucket of Super S Super Trac

Tractor Hydraulic Fluid product for a period of time that includes 2017 and a portion of 2018. Manufacturer Defendants deny the remaining allegations in Paragraph 165.

166. These representations regarding Super S Supertrac 303 Tractor Hydraulic Fluid were also contained in Defendants' advertising circulars and/or on Defendants' websites.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 166.

167. Defendants' labeling thus specifically represented that the 303 THF Products being sold were acceptable for use and were:

- Field Tested
- Suitable as a replacement fluid for the following manufacturers where a tractor hydraulic fluid of this quality is recommended: Allis Chalmers, Allison, Caterpillar, Deutz, Ford Tractor, International Harvester, JI Case/David Brown, John Deere 303, Kubota, Massey Ferguson, Oliver, White
- Providing excellent results in the areas of:
 1. Anti-wear properties
 2. Brake Chatter
 3. Extreme Pressure Properties
 4. Foam Suppression
 5. PTO Clutch Performance
 6. Rust Protection
 7. Water Sensitivity

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 167. By way of further answer, Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil differed, and that the labels for each of those additionally varied by container type, container size, and/or date.

168. By naming, labeling, marketing, advertising and selling the 303 THF Products in the foregoing manner, and by describing the products using words such as "303," "tractor hydraulic fluid," "tractor hydraulic oil" and "multi-functional," Defendants sought to create, and

did create, an image of the 303 THF Products in the minds of Plaintiffs and other purchasers that would lead a reasonable purchaser to conclude that Defendants' 303 THF Products were completely safe and effective for use in their equipment and in all equipment made by the listed manufacturers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 168.

169. Defendants' name, labeling, advertising and marketing of their 303 THF Products were material to the reasonable purchaser.

ANSWER: Paragraph 169 states legal conclusions to which no response is required. To the extent a response is required, Manufacturer Defendants deny the allegations in Paragraph 169.

170. At the time of Defendants' labeling, advertisements, marketing and other representations, and as Defendants already knew or should have known, the representations regarding 303 THF Products were false, deceptive and misleading to consumers and others seeking to purchase tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 170.

171. The John Deere "303" designation is over 50 years old and has been obsolete for many years. Certain ingredients of the original John Deere 303 fluid—such as sperm whale oil—have been banned since the 1970s and are no longer available for use. As a result, manufacturers have been unable to make and sell true "303" fluid for over forty (40) years and there are no longer any specifications for 303 fluid. Defendants knew or should have known that at the time they were marketing and selling the 303 THF Products during the Class Period, there were no specifications available for "303" tractor hydraulic fluid and, therefore, claims that the 303 THF Products met "303" specifications could not possibly be true, and Defendants had no way to ensure the accuracy

of representations that their 303 THF Products were in compliance with any known specifications and in fact knew their 303 THF Products did not meet the J20A specifications.

ANSWER: Manufacturer Defendants admit that the JD 303 specification has been obsolete for many years. Manufacturer Defendants deny the remaining allegations in Paragraph 171.

172. As Defendants knew, or should have known, the 303 THF Products manufactured by Defendants and sold in the yellow buckets lacked some or all of the additives required to provide the advertised “results,” “features” and “benefits.” For example:

- a. In a February 2014 email, Cam2’s Vice President of Sales and Marketing, Lindsey Baker, discussed what information to provide a retailer and the public about 303 THF, and admitted to other employees that Smitty’s 303 THF Product had “no additives in it really” and that it was “totally line wash in a bucket.”
- b. In deposition testimony, Smitty’s Technical Director Jeremy Schenk testified in this litigation that Smitty’s marketing materials were universally inaccurate in claiming that the 303 THF Product “was formulated from a blend of highly refined base oils and a superior additive package.”
- c. Mr. Schenk also admitted in deposition testimony in this litigation that he had recommended to Smitty’s that the list of OEMs be removed from Smitty’s 303 THF Product label, and further admitted, “[t]here are several performance benefits that are listed here that we felt should be removed,” including “[t]alking about PTOs, talking about the transmission, differential, final gears.”

ANSWER: Manufacturer Defendants state that the alleged email and deposition transcript speak for themselves, and Manufacturer Defendants deny any allegations or characterizations in Paragraph 172 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 172.

173. As Defendants knew, or should have known, the 303 THF Products manufactured by Defendants and sold in the yellow buckets were made using flush oil, line wash, used transformer oil, used turbine oil, and/or other waste oil products containing motor oil components and other additives and contaminants that are never appropriate for use in a tractor hydraulic fluid,

making the 303 THF Product a worthless hydraulic fluid that could actually harm equipment. In deposition testimony in this case, Smitty's Technical Director Jeremy Schenk testified that he and former Technical Director Matt Saragusa had determined that Smitty's 303 THF Product was not suitable for use as tractor hydraulic fluid in any tractors or equipment.

ANSWER: Manufacturer Defendants state that the deposition transcript of Jeremy Schenk speaks for itself, and deny any allegations in Paragraph 173 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 173.

174. As Defendants knew, or should have known, the 303 THF Products manufactured by Defendants and sold in the yellow buckets did not meet or have an equivalency to all current specifications (and failed to meet certain obsolete specifications) for any manufacturers of farm, logging and construction equipment. Alternatively, Defendants knew, or should have known, they had no basis on which to sell the 303 THF Products as a tractor hydraulic fluid that met or had an equivalency to the specifications of all manufacturers listed on the label because, on information and belief, either 1) Defendants' test data showed the viscosity, pour point and additive levels of the 303 THF Products varied, were inconsistent, and did not meet some or all of the specifications of the manufacturers listed on the labels; or 2) Defendants did not have any test data to confirm the 303 THF Products always had the viscosity, pour point or additive levels that met all manufacturers' specifications or that were needed for a fluid suitable for use in purchasers' equipment. For example:

- a. In an email exchange in July and August 2014, Lindsey Baker noted that one of the salesmen was making false representations about Smitty's 303 THF Product being made with "100% virgin base oils" and "correct additives packages," and explained to a Cam2 salesman, "You and I both know we can't state anything like this." The Cam2 salesman responds: "Ha. You are right we just need some smoke and mirrors...." The Vice President responds, in part, "[t]he less we say on this type of product the better."

- b. In a late 2017 email authored by Smitty's technical director Jeremy Schenk, Mr. Schenk advised Smitty's Executive Vice President of Sales Jonathan Lorio and Creative Art Director Cory Trahan, as well as Matt Saragusa, as follows: "Cory and I were talking about the 303 label this morning and if we were going to put the spec that it supposedly meets on the container. Technically, it doesn't meet any specs, so anything that we put on there will just be fluff..."

ANSWER: Manufacturer Defendants state that the purported documents referenced in Paragraph 174 speak for themselves, and deny any allegations or characterizations in Paragraph 174 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 174.

175. At no point in time on the label of the 303 THF Products did Defendants tell purchasers the truth, including that:

- a. The "303" specification does not exist, is obsolete, could not be tested, and true 303 fluid was banned in the 1970s;
- b. Defendants used low quality base oil, flush oil, line wash, used transformer oil, used turbine oil or other reclaimed oil in the 303 THF Products, all of which are unfit for use in hydraulic systems and should never be contained in a tractor hydraulic fluid and that could actually harm equipment;
- c. The 303 THF Products contained a "down-treated" and/or no additive package;
- d. Defendants' test data did not confirm that the 303 THF Products met all manufacturers' specifications, including the advertised J20A specification;
- e. Defendants have no idea whether the 303 THF Products they offered for sale met the requirements of, has acceptable anti-wear properties, or is suitable for use in tractors or other equipment; and

- f. The 303 THF Products may expose purchasers' equipment to increased wear and damage.

ANSWER: Manufacturer Defendants state that the labels on the 303 THF Products speak for themselves, including language regarding misapplication, and deny any allegations or characterizations in Paragraph 175 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 175.

176. Instead, the 303 THF Products were deceptively offered for sale as "tractor hydraulic" lubricants containing quality base oils, sufficient additives, and meeting or having equivalency to the obsolete J20A specification, the long-defunct and now non-existent "303" specification and many other equipment manufacturer specifications.

ANSWER: Manufacturer Defendants state that the labels on the 303 THF Products speak for themselves, and deny any allegations or characterizations in Paragraph 176 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 176.

The State of Missouri's Testing of 303 THF

177. Because of the poor, uncertain quality of 303 tractor hydraulic fluids and the deceptive way in which they are manufactured and sold, several private and governmental entities have been concerned about the sale of the fluids, the misleading nature of the labeling, and the damage the fluids can do to tractors and other equipment. The Missouri Department of Agriculture (MDA) is one such entity.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 177.

178. In the summer of 2017, the MDA sampled fourteen (14) different "303" tractor hydraulic fluid products, many of which claimed to meet manufacturers' specifications and

claimed to work in almost every tractor. Defendants' 303 THF Products Super S Supertrac 303 and Cam2 Promax 303 were purchased in Missouri by the MDA in 2017 and were two of the products tested.

ANSWER: Manufacturer Defendants lack sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 178 and therefore deny the same.

179. The MDA tested the fluids' viscosity, pour point, and additive and detergent levels to determine whether those levels met any current industry tractor hydraulic fluid specifications, namely, John Deere's J20C specifications.

ANSWER: In 2017, the Missouri Department of Agriculture directed testing of certain tractor hydraulic fluids to determine if they were in accordance with the J20C specification. Defendants deny the remaining allegations in Paragraph 179.

180. As a result of the testing, the MDA concluded that all fourteen (14) of these "303" tractor hydraulic fluid products failed to meet any current specifications and were found to be underperforming to the point that damage was likely to result from use.

ANSWER: Manufacturer Defendants lack sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 180 and therefore deny the same.

181. Defendants' 303 THF Products were two of the fluids that failed to meet current specifications. More specifically, Defendants' Super S Supertrac 303 THF Product had a viscosity (Kinematic Viscosity @ 100C) level of 7.647, and Cam2 Promax 303 THF Product had a viscosity (Kinematic Viscosity @ 100C) level of 7.633. The J20C and J20A specifications for KV@100C requires a minimum of 9.1 and therefore Defendants' 303 THF Products fell short of the standard.

ANSWER: Manufacturer Defendants admit that neither Super S Super Trac Tractor Hydraulic Fluid nor CAM2 Promax Tractor Hydraulic Oil were designed to,

represented to, or tested to the J20 specification. Manufacturer Defendants deny the remaining allegations in Paragraph 181.

182. Defendants' 303 THF Products were also found to have additive levels of calcium, phosphorous and zinc that were well below (50% or more less than) the additive levels found in fluids meeting the J20C specification.

ANSWER: Manufacturer Defendants admit that neither Super S Super Tractor Hydraulic Fluid nor CAM2 Promax Tractor Hydraulic Oil were designed to, represented to, or tested to the J20 specification. Manufacturer Defendants deny the remaining allegations in Paragraph 182.

183. Furthermore, Defendants' 303 THF Products' Kinematic Viscosity @ 100C level did not meet many or all of the specifications of the other manufacturers Defendants listed on the labels and advertising of their 303 THF Products, including the J20A specification.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 183.

184. The MDA's tests also indicated that Defendants' THF Products used waste, or "line flush" oil, which contain ingredients inappropriate for use in a tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 184.

185. In or around October 2017, the MDA notified Defendants, by letter, of its findings regarding the 303 THF Products in the marketplace. The MDA notified Defendants it concluded the 303 THF Products were mislabeled, misbranded, that the labels were deceptive and misleading, and that the products were exposing equipment to increased wear and damage. As a result, the MDA ordered Defendants to stop selling their 303 THF Products in Missouri.

ANSWER: Manufacturer Defendants admit that in or around October 2017, Smitty's and CAM2 each received a notice from Department of Agriculture, State of

Missouri. Those notices speak for themselves, and Manufacturer Defendants deny any allegations or characterizations in Paragraph 185 that are inconsistent therewith. Manufacturer Defendants further deny that any of the labeling of the products, or their distribution, marketing, and sale, are or were deceptive or misleading in any way. Manufacturer Defendants deny the remaining allegations in Paragraph 185.

186. Defendants' misrepresentations and omissions, and the fact of injury to Plaintiffs and the Classes, were not reasonably ascertainable to Class Members. Defendants concealed any internal test data and the truth about the 303 THF Products at all relevant times during the Class Period.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 186.

Defendants Continue to Sell the Deceptive, Poor Quality 303 THF Products

187. Despite receipt of the MDA's stop sale notices, test results and concerns regarding the damage that was being caused to equipment, Defendants continued to manufacture and sell the products in states that had not banned the products. Defendants did not in any way change the formula of the 303 THF Products after the State of Missouri's ban.

ANSWER: Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil for some period of time after November 2017 where sale of the product was lawful. Manufacturer Defendants deny the remaining allegations in Paragraph 187.

188. Rather than pull the 303 THF Products off the market in all states, Defendants decided to continue to sell the 303 THF Products. Other than the slight name changes, they made one additional change: the colorful photos of modern tractors were removed from the labels and

were replaced with older, simpler tractors. However, in all other respects, the 303 THF Products were made with the same formula, processes, and improper ingredients, and the labels continued to deceptively list the “303” designation, the equipment manufacturers’ names, and the false and misleading claims of field testing and performance results.

ANSWER: : Manufacturer Defendants admit that Smitty’s sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil for some period of time (but different periods of time) after November 2017 where sale of the product was lawful. By way of further answer, Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil differed, and that the labels for each of those additionally varied by container type, container size, and/or date. Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil, and each version thereof, speaks for itself. Manufacturer Defendants deny the remaining allegations in Paragraph 188.

189. Despite the MDA findings, Defendants continued to sell the 303 THF Products and make those representations about the quality and performance properties of the product even though they knew the product did not meet or have an equivalency to any manufacturer specifications and that they did not have any data or evidence on which to base or substantiate the performance qualities represented on the label.

ANSWER: Manufacturer Defendants admit that Smitty’s sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold

CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil for some period of time after November 2017 (but different periods of time) where sale of the product was lawful. By way of further answer, Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil differed, and that the labels for each of those additionally varied by container type, container size, and/or date. Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil, and each version thereof, speaks for itself, and deny any allegations or characterizations in Paragraph 189 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 189.

190. Smitty's and Cam2 had no support for claims of performance, yet Defendants continued to sell the product to purchasers throughout the United States as a fluid recommended for use in almost all manufacturers' equipment, with representations of excellent performance in the areas of anti-wear properties, brake chatter, extreme pressure properties, foam suppression, PTO clutch performance, rust protection and water sensitivity.

ANSWER: Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil for some period of time (but different periods of time) after November 2017 where sale of the product was lawful. By way of further answer, Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil differed, and that the labels

for each of those additionally varied by container type, container size, and/or date. Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil, and each version thereof, speaks for itself, and deny any allegations or characterizations in Paragraph 190 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 190.

191. In 2018, in stark contrast to the quality represented to purchasers, Smitty's and Cam2 knew and discussed internally that the 303 THF Products did not provide adequate wear protection and that the products could lead to excess deposit buildup inside transmissions and other parts of equipment, and admitted and acknowledged that the 303 THF Products actually exposed equipment to damage and downtime:

- a. In a circular created and distributed by Smitty's, Smitty's wrote that its 303 THF Products had low additive levels and would cause the following problems and damage to equipment:



ANSWER: Manufacturer Defendants state that the sell sheet reproduced in Paragraph 191 speaks for itself, and deny any allegations or characterizations in Paragraph 191 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 191.

192. Defendants did not take any action to inform purchasers of the State of Missouri's testing and findings concerning Defendants' 303 THF Products, or about Defendants' knowledge of the harmful impacts of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 192.

Plaintiffs' Experience with Defendants' Labeling and Products

193. Plaintiffs each purchased Defendants' 303 THF Products on numerous occasions. Plaintiffs each paid an average price of \$20 to \$25 per 5-gallon bucket.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 193 and therefore deny the same.

194. As with all Members of the Classes, in the period prior to the filing of this Class Action, Plaintiffs each purchased Defendants' 303 THF Products containing the label representations set forth above.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 194 and therefore deny the same.

195. Plaintiff William Anderson purchased Defendants' 303 THF Products in buckets at the Atwoods store in Lonoke, Arkansas and at the Tractor Supply Company store in Stuttgart,

Arkansas William Anderson specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Anderson viewed in connection with the purchase. The Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303 purchased by Plaintiff Anderson was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used in Plaintiff Anderson’s equipment, including his 2008 Case HI 335; 2001 JD 8410; 2006 Case IH 2388; and 1989 Case IH 9150. Defendants’ 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 195 and therefore deny the same.

196. Plaintiff Joe Asfeld purchased Defendants’ 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Asfeld purchased Defendants’ THF Products at the Mills Fleet/Fleet Supply Store in Sauk Centre, Minnesota and at the Tractor Supply Company Store in Little Falls, Minnesota. Joe Asfeld specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Asfeld viewed in

connection with the purchase. The Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303 purchased by Plaintiff Asfeld was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Asfeld in his John Deere 4955 Tractor, New Holland Bi TV 140 Tractor, Versatile 500 Tractor, MacDon Draperhead 972, Manure Spreader, and John Deere 9500 Combine. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 196 and therefore deny the same.

197. Plaintiff John Bartus, Jr. purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Bartus purchased Defendants' THF Products at the Tractor Supply Company store in South Hill, Virginia. John Bartus specifically purchased Super S Supertrac 303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Bartus viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Bartus was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Bartus in his 1973 Ford 4000

Tractor, Ford 4630 Tractor, and Vermeer Baler 650C. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 197 and therefore deny the same.

198. Plaintiff Roger Bias purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Bias purchased Defendants' THF Products at the Tractor Supply Company store in Hurricane, West Virginia and at the Rural King store in Cross Lanes, West Virginia. Roger Bias specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Bias viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Bias was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Bias in his CAT 308 Excavator, Case 550 Dozer Long Track, 190 Bobcat, 78 International 440 Dump Truck, and Massey Ferguson 5545 Tractor. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and

labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 198 and therefore deny the same.

199. In the time period of December 1, 2013 to present, Plaintiff Terry Blackmore purchased Defendant's 303 THF Products at Bomgaars in LeMars and Sioux City, Iowa. Mr. Blackmore specifically purchased CAM2 Promax 303 and Cam2 303 and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Blackmore viewed in connection with the purchase. The Cam2 Promax 303 and Cam2 303 purchased by Plaintiff Blackmore was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used in Plaintiff Blackmore's International 706 Tractor and International 986 Tractor. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 199 and therefore deny the same.

200. This paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class Representative whose claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 200 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 200.

201. Plaintiff George Bollin purchased Defendants' 303 THF Products. In the time period since December 1, 2013, Plaintiff Bolin purchased several 5-gallon buckets of the Super S SuperTrac 303 THF Product and the Super S 303 THF Product at the Tractor Supply Company store and the Orscheln Store located in Lansing, Kansas, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Bollin viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Bollin was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Bollin in his 1964 Caterpillar D8H. Defendants' 303 THF Products caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 201 and therefore deny the same.

202. Plaintiff Robert Boone purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Boone purchased Defendants' THF Products at the Tractor Supply Company store in Christiansburg, Virginia and at the Rural King Store in Christiansburg, Virginia. Robert Boone specifically purchased Super S Supertrac 303, Super S

303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Boone viewed in connection with the purchase. The Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303 purchased by Plaintiff Boone was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Boone in his 1988 John Deere 655B Tractor, 1997 John Deere 5400 Tractor, and John Deere 650B Track Loader. Defendants’ 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 202 and therefore deny the same.

203. Plaintiff Thomas James Brett purchased Defendants’ 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Brett purchased Defendants’ THF Products at the Tractor Supply Company Store in Arcadia, Florida and at the Rural King Store in Arcadia, Florida. Mr. Brett specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Brett viewed in connection with the purchase. The Cam2 Promax 303 and Cam2 303 purchased by Plaintiff Brett was falsely

and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Brett in his John Deere 4440 Loader and Ford Tractor. Defendants' 303 THF Products have caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 203 and therefore deny the same.

204. Plaintiff Sean Buford purchased Defendants' 303 THF Products in buckets at the Tractor Supply Company store in Newport, Arkansas. Sean Buford specifically purchased Super S Supertrac 303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Buford viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Buford was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used in Plaintiff Buford's equipment including his 8940 Case IH Tractor; 7140 Case IH Tractor, 4840 John Deere Tractor, 4850 John Deere Tractor, 9610 John Deere Tractor, two 2388 Case IH Combines, and other equipment. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 204 and therefore deny the same. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Sean Buford, and therefore Manufacturer Defendants deny that Plaintiff Buford is a properly named Plaintiff in this action. See ECF Nos. 826, 862.

205. Plaintiff Steve Burgdorf purchased one of Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Burgdorf purchased 5-gallon buckets of the Super S Supertrac 303 Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid at the Tractor Supply Company Store located in Freeburg, Illinois and from Buchheit in Sparta, Illinois. He purchased Cam2 Promax 303 and Cam2 303 from Rural King in Waterloo, Illinois. Plaintiff Burgdorf's purchases of those 303 THF Products were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Burgdorf viewed in connection with the purchase. The Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303 purchased by Plaintiff Bourgdorf was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Burgdorf in his 1963 Case Loader, 1958 International M, International 746, and 1957 International Super M. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 205 and therefore deny the same.

206. Plaintiff Todd Carusillo purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Carusillo specifically purchased Super S Supertrac 303 and Super S 303 at the Tractor Supply Company store in Barkhamstead, Connecticut and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Carusillo viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Carusillo was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Carusillo in his 1964 International 706 tractor, his 2002 Kubota Model L48 tractor, his 1976 P&H model 318 excavator and his 1990 Bandit chipper. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 206 and therefore deny the same.

207. Plaintiff Douglas Clough purchased one of Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Clough purchased Super S Supertrac 303 at the Tractor Supply Company store in Cadillac, Michigan, and his purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Clough viewed in connection with the purchase. The Super S Supertrac 303 purchased by Plaintiff Clough was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Product was used by Plaintiff Clough in his 2010 John Deere 3032E Tractor. Defendants' 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 207 and therefore deny the same.

208. In the time period of December 1, 2013 to the present, Plaintiff Clinton Curry purchased Cam2 Promax 303 and Cam2 303 at the Rural King retail store in Cross Lanes, West Virginia, and his purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Curry viewed in connection with the purchase. The Cam2 Promax 303 and Cam2 303 purchased by Plaintiff Curry was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any

equipment new or old, as described herein. The 303 THF Product was used in Plaintiff's 200 Komatsu Excavator. Defendants' 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 208 and therefore deny the same.

209. Plaintiff Christopher Curtis purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Curtis purchased Defendants' THF Products at the Tractor Supply Company Store in Augusta, Maine and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Curtis viewed in connection with the purchase. Plaintiff Curtis specifically purchased Super S Supertrac 303 and Super S 303. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Curtis was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Curtis in his Case 1840 skid steer and a T5D tractor. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 209 and therefore deny the same. Answering further,

Manufacturer Defendants deny that Plaintiff Christopher Curtis is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Curtis.

210. Plaintiff Sawyer Dean purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Dean purchased Defendants' 303 THF Products at the Tractor Supply Company stores in Queensbury and Greenwich, New York and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Dean viewed in connection with the purchase. Plaintiff Dean specifically purchased Super S Supertrac 303 and Super S 303. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Dean was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Dean in his Ford TW-15 tractor, Ford TW-35 tractor, Ford A-64 payloador, International 1086, John Deere 2440 tractor, Ford 8830 tractor and John Deere 4440 tractor. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 210 and therefore deny the same.

211. Plaintiff Daniel Denton purchased Defendants 303 THF products several times in the state of Texas, most recently in 2018 when he purchased Super S 303 at the Tractor Supply

Company store in Magnolia, Texas and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Denton viewed in connection with the purchase. The Super S 303 purchased by Plaintiff Denton was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Product was used in Plaintiff Denton’s John Deere 5065 tractor, for personal use around his home and property in Plantersville, Texas. Defendants’ 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S 303 Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 211 and therefore deny the same.

212. Plaintiff Mark Engdahl purchased Defendants’ 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Engdahl specifically purchased Super S Supertrac 303 and Super S 303 at the Tractor Supply Company Stores in Cave Creek and Douglas, Arizona and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Engdahl viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Engdahl was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Engdahl in his Case 580C backhoe, Massey Ferguson 240 tractor, John Deere

4020 tractor, New Holland 12LA tractor and Terex 840 TLB backhoe. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 212 and therefore deny the same.

213. Plaintiff Kirk Egner purchased one of Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Egner purchased several 5-gallon buckets of Defendants' 303 Products at the Rural King retail store and the Tractor Supply Company store in Paducah, Kentucky. Plaintiff Egner specifically purchased Super S Supertrac 303, Super S 303, Cam2 303 Promax, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Egner viewed in connection with the purchase. The Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303 purchased by Plaintiff Egner was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THE Product was used by Plaintiff Egner in his tractors and other equipment. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without

sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 213 and therefore deny the same.

214. Plaintiff Kyle Feldkamp purchased Defendants' 303 THF Products. In the time period of Spring 2014 to the present, Plaintiff Feldkamp purchased several 5-gallon buckets of the Cam2 Promax 303 Tractor Hydraulic Oil and the Cam2 303 Tractor Hydraulic Oil at the Rural King retail store located in Effingham, Illinois. Plaintiff Feldkamp's purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Feldkamp viewed in connection with the purchase. The Cam2 Promax 303 and Cam2 303 purchased by Plaintiff Feldkamp was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Feldkamp in his 1975 John Deere 4230 Tractor, 1967 John Deere 4020 Tractor, 1965 John Deere 4020 Tractor, 1982 John Deere 4420 Tractor, and 1973 JI Case 1370 Tractor. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 214 and therefore deny the same.

215. Plaintiff Russell Faubion purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Faubion purchased Defendants' THF Products at the Orscheln Store in Cresstown, Iowa. Mr. Faubion specifically purchased Super S Supertrac

303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for us as “tractor hydraulic” lubricants, which Plaintiff Faubion viewed in connection with the purchase. The Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303 purchased by Plaintiff Faubion was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Faubion in his 1974 Ford 9600 Tractor and his 1978 Caterpillar D6D Excavator. Defendants’ 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 215 and therefore deny the same.

216. Plaintiff Norman Fohne purchased one of Defendants’ 303 THF Products. In the time period of December 2013 to the present, Plaintiff Fohne purchased 5-gallon buckets of the Cam2 Promax 303 Tractor Hydraulic Oil and the Cam2 303 Tractor Hydraulic Oil at the Rural King retail store located in Collinsville, Illinois. Also, in the time period of December 2013 to the present, Plaintiff Fohne purchased 5-gallon buckets of the Super S Supertrac 303 Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid at the Tractor Supply Company store in Belleville, Illinois, as well as at Buchheit in Greenville, Illinois. Plaintiff Fohne’s purchases were based on the labels described herein, including but not limited to the representation on the front of

the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Fohne viewed in connection with the purchase. The Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303 purchased by Plaintiff Fohne was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Fohne in his 2000 Case IH MX210, 2001 New Holland 115, 1999 New Holland 8360, and 2008 New Holland T 6070. Defendants’ 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 216 and therefore deny the same.

217. Plaintiff Michael Gallegos purchased Defendants’ 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Gallegos purchased Defendants’ THF Products at the Tractor Supply Company Store in Chandler, Arizona and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Gallegos viewed in connection with the purchase. Plaintiff Gallegos specifically purchased Super S Supertrac 303. The Super S Supertrac 303 purchased by Plaintiff Gallegos was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Product was used

by Plaintiff Gallegos in his Champ 580 forklift. Defendants' 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 217 and therefore deny the same.

218. Plaintiff Gary Goodson purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Goodson purchased Defendants' THF Products at the Atwoods Store in Webb City, Missouri and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Goodson viewed in connection with the purchase. Plaintiff Goodson specifically purchased Cam2 Promax 303. The Cam2 Promax 303 purchased by Plaintiff Goodson was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Goodson in a Farmall Super M tractor, Farmall 330 tractor, and John Deer brushcutter. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 218 and therefore deny the same. Answering further, the Court granted Counsel for Plaintiffs' Motion to

Withdraw as Attorneys of Record for Gary Goodson, and therefore Manufacturer Defendants deny that Plaintiff Goodson is a properly named Plaintiff in this action. See ECF Nos. 826, 862.

219. Plaintiff Patrick Gisi purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Gisi purchased Defendants' THF Products at the Runnings store in Aberdeen, South Dakota and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Gisi viewed in connection with the purchase. Plaintiff Gisi specifically purchased Cam2 303 Tractor Hydraulic Oil. The Cam2 303 purchased by Plaintiff Gisi was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Product was used by Plaintiff Gisi in his International 706 Tractor. Defendants' 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 303 Tractor Hydraulic Oil was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 219 and therefore deny the same.

220. Plaintiff Robert Gosche purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Gosche purchased Defendants' 303 THF Products at the Tractor Supply Company store and the Rural King retail store in Tiffin, Ohio. Mr. Gosche specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2

303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Gosche viewed in connection with the purchase. The Defendants’ 303 THF Products purchased by Plaintiff Gosche were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Gosche in his John Deere 490D Excavator. Defendants’ 303 THF Products caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 220 and therefore deny the same.

221. Plaintiff Arno Graves purchased Defendants’ 303 TI-IF Products. On several occasions in the time period of 2013 through 2017, Plaintiff Graves purchased 5-gallon buckets of the Cam2 ProMax 303 Tractor Hydraulic Oil Product at the Atwoods retail store located in Webb City, Missouri and at the Tiff Store in Tiff City, Missouri. In the time period of December of 2013 to the present, Plaintiff Graves has also purchased Super S 303 and Super S Supertrac 303 at the Tractor Supply Company store in Miami, Oklahoma and Cam2 303 and Cam2 Promax 303 at the Atwoods store in Vinita, Oklahoma. Plaintiff Graves’ purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Graves

viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Graves were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Graves in his John Deere 2030, Case 480E Backhoe, and 1066 International Farmall tractor. Defendants' 303 THF Products caused damage to these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 221 and therefore deny the same.

222. Plaintiff Michael Hamm purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Hamm purchased Defendants' 303 THF Products at the Tractor Supply Company store in New London, Wisconsin, and at auctions, and those purchases were based on the label described above, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Hamm viewed in connection with the purchase. Plaintiff Hamm specifically purchased Super S Supertrac 303, Super S 303, and Cam2 303. The Super S Supertrac 303, Super S 303 and Cam2 303 purchased by Plaintiff Hamm was falsely and deceptively marketed, sold and labeled as described here, and were not suitable for use as tractor hydraulic fluid for any new equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Hamm in his International 1086 tractor, International 1486 tractor, two International

1440 combines, International 4786 tractor, International Harvester 756 tractor, International Harvester 1086 tractor, 7801 Gehl skid steer, Kenworth manure truck Case 2890 and New Holland skid steer. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 222 and therefore deny the same.

223. Plaintiff Rick Hardin purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Hardin purchased Defendants' THF Products at the Orscheln Store in Washington, Indiana and at that Rural King Store in Washington, Indiana. Rick Hardin specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Hardin viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Hardin were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Hardin in his 1978 Bradley 990 Tractor, Ford 7000 Tractor, 1971 Ford 4500 Tractor; 2005 Heston 540 Haybaler; 1970s Heston 10 Haycutter attachment, and 1979 Backhoe attachment. Defendants' 303 THF Products caused damage to each of these pieces of equipment and attachments.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 223 and therefore deny the same.

224. Plaintiff Alan Hargraves purchased Defendants' 303 THF Products in buckets at the Tractor Supply Company store in Greenwood, Arkansas and at Discount Ag in Marvel, Arkansas. Alan Hargraves specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Hargraves viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Hargraves were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used in Plaintiff Hargraves' equipment, including his 8120 John Deere Front Wheel Assist Tractor, 8230 John Deere (2006), 580 Case Backhoe, and 315 Case Tractor. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without

sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 224 and therefore deny the same.

225. Plaintiff Jeffery Harrison purchased Defendants' 303 THF Products in buckets at the Atwoods stores in Hot Springs and Arkadelphia, Arkansas. Jeffery Harrison specifically purchased Cam2 Promax 303 and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Harrison viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Harrison were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used in Plaintiff Harrison's equipment, including his 2004 Case Backhoe, Case 450 Dozer, Bantam B266 Trac Hoe, and LS Tractor. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 225 and therefore deny the same.

226. Plaintiff Brian Hayes purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Hayes purchased Defendants' THF Products at the Rural King retail store in Circleville, Ohio. Brian Hayes specifically purchased Cam2 Promax 303 and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as

“tractor hydraulic” lubricants, which Plaintiff Hayes viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiff Hayes were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Hayes in his David Brown Tractor and Hyster Forklift. Defendants’ 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 226 and therefore deny the same.

227. Plaintiff Mark Hazeltine purchased Defendants’ 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Hazeltine purchased Defendants’ THF Products at the Rural King Store in Wentzville, Missouri and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Hazeltine viewed in connection with the purchase. Plaintiff Hazeltine specifically purchased Cam2 Promax 303. The Cam2 Promax 303 purchased by Plaintiff Hazeltine was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Product was used by Plaintiff Hazeltine in a Ford 1710 tractor and a log splitter. Defendants’ 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 227 and therefore deny the same.

228. Plaintiff Curtis Hoff purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Hoff purchased Defendants' THF Products at the Tractor Supply Company Store in Aberdeen, South Dakota. Mr. Hoff specifically purchased Super S Supertrac 303 and Super S 303, and the purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Hoff viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Hoff were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Hoff in his McCormick MTX 110 Tractor. Defendants' 303 THF Product caused damage to each of this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 228 and therefore deny the same.

229. Plaintiff Frank James purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Frank James purchased Defendants' 303 THF Products

at the Tractor Supply Company store and the Rural King retail store in Lafayette, Indiana. Frank James specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and the purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff James viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiff Frank James were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Frank James in his 1990 Caterpillar Excavator, 2004 Komatsu 160 Excavator, 2007 Komatsu 200 Excavator, 480 Case Backhoe Super E, and his log splitter. Defendants’ 303 THF Products have caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 229 and therefore deny the same.

230. Plaintiff Jack Kimmich purchased Defendants’ 303 THF Products at the Tractor Supply Company store in Gilroy, California. Jack Kimmich specifically purchased Super S Supertrac 303 and Super S 303, and the purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Kimmich viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiff Kimmich

were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used in Plaintiff Kimmich's L50 Bravo Mobile Loader and his Kubota R400. Defendants' 303 THF Products have caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 230 and therefore deny the same.

231. During the time period December 1, 2013 to present, Plaintiff Jason Klingenberg purchased Defendants' 303 THF Products at the Tractor Supply Company store in Worthington, Minnesota. Plaintiff Klingenberg also purchased Defendant's 303 THF Products in Iowa. Mr. Klingenberg specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and the purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Klingenberg viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Klingenberg were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. The 303 THF Products were used by Plaintiff Klingenberg in the following equipment: 3650 Massey Ferguson Tractor and Loader, 8280 Massey Ferguson Tractor, 8690 Massey Ferguson Tractor, 8450 Massey Ferguson Tractor and Loader, 9895 Massey Ferguson Combine, 2856A Massey Ferguson Round Baler,

2956A Massey Ferguson Round Baler, and a Fiat Bulldozer. Defendants' 303 THF Products have caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 231 and therefore deny the same.

232. Plaintiff Justin Lemonds purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Lemonds specifically purchased Super S Supertrac 303 at the Tractor Supply Company store in Biscoe, North Carolina and those purchases were based on the label described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Lemonds viewed in connection with the purchase. The Super S Supertrac 303 purchased by Plaintiff Lemonds was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Product was used by Plaintiff Lemonds in his Massey Ferguson 3635 tractor, Long 260 tractor, Ford 7000 tractor and John Deere 250 loader. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a

belief as to the truth or falsity of the remaining allegations in Paragraph 232 and therefore deny the same.

233. Plaintiff Josh Lesko purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Lesko specifically purchased 5-gallon buckets of the Cam2 Promax 303 Tractor Hydraulic Oil and the Cam2 303 Tractor Hydraulic Oil at the Rural King retail store located in Plano, Illinois and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Lesko viewed in connection with the purchase. The Cam2 Promax 303 and Cam2 303 purchased by Plaintiff Lesko was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Lesko in his New Holland LS490 tractor, New Holland C190 tractor, John Deere 4100 tractor, Case 1845 skid steer, dump trucks and boom trucks, and other equipment. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 233 and therefore deny the same.

234. Plaintiffs Larry and Wyatt Loeffler purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiffs Larry and Wyatt Loeffler purchased Defendants' 303 THF Products at Bomgaars in Scottsbluff, Nebraska. They specifically purchased Cam2 Promax 303 and Cam2 303, and the purchases were based on the labels described herein,

including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which they viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiffs Larry and Wyatt Loeffler were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiffs Larry and Wyatt Loeffler in their 1990 John Deere 4955, his New Holland TM 165 Tractor, and his Volvo L70f Loader Defendants’ 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 234 and therefore deny the same.

235. Plaintiff Gerald Lunkwitz purchased Defendants’ 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Lunkwitz purchased Defendants’ THF Products at the Orscheln Stores in Gothenburg and North Platte, Nebraska. Gerald Lunkwitz specifically purchased Super S Supertrac 303 and Super S 303, and the purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Lunkwitz viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiff Lunkwitz were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described

herein. These 303 THF Products were used by Plaintiff Lunkwitz in his John Deere 4230 Tractor. Defendants' 303 THF Products caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 235 and therefore deny the same.

236. Plaintiff Jacob Mabie purchased Defendants' Super S Supertrac 303 in March of 2017 at the Tractor Supply Company store in Baytown, Texas and those purchases were based on the labels described herein. Plaintiff Mabie also purchased Super S Supertrac 303 from December 1, 2013 to present at the Tractor Supply store in Escanaba, Michigan. The Super S Supertrac 303 purchased by Plaintiff Mabie was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Mabie viewed in connection with the purchase. The 303 THF Product was used in Plaintiff Mabie's Kenworth T8000, Bobcat S250 skid steer, Bobcat 277d skid steer, Ambo grapple rake, and other equipment. Plaintiff used his Bobcat 277d primarily for personal, family or household use on his property in Michigan. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a

belief as to the truth or falsity of the remaining allegations in Paragraph 236 and therefore deny the same.

237. Plaintiff Kyle Minich purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Minich purchased Super S 303 and Supertrac 303 at the Tractor Supply Company stores in Clarion and Kittanning, Pennsylvania, and the purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Minich viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Minich were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Minich in his John Deere 7700 Tractor, John Deere 4430 Tractor, John Deere 4620 Tractor, and John Deere 4020 Tractor.. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 237 and therefore deny the same.

238. Plaintiff Cal Moore purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Moore specifically purchased Super S 303 at the Tractor Supply Company Store in Farmville, Virginia and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Moore

viewed in connection with the purchase. The Super S 303 purchased by Plaintiff Moore was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Moore in his Ford 4630 tractor, John Deere 310 front loader and log splitter. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S 303 Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 238 and therefore deny the same.

239. Plaintiff Ron Nash purchased Defendants' 303 THF Products. On several occasions in the time period of 2013 through 2017, Plaintiff Nash purchased 5-gallon buckets of the Cam2 ProMax 303 Tractor Hydraulic Oil Product at the Atwoods retail store located in Webb City, Missouri. In the time period of December of 2013 to the present, Plaintiff Nash has also purchased Cam2 Promax 303 and Cam2 303 at the Atwoods store in Vinita, Oklahoma. Plaintiff Nash's purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Nash viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Nash were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as tractor hydraulic fluid for any equipment new or old, as described herein. These 303 THF Products were used by Plaintiff Nash in his International Harvester Backhoe, International Farman Tractor, Allis Chalmers Backhoe,

and other equipment. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 239 and therefore deny the same.

240. Plaintiff Bryan Nelms purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Nelms specifically purchased Cam2 Promax 303 Tractor Hydraulic Oil and Cam2 303 Tractor Hydraulic Oil at the Logan's Auto Parts in Fayette, Alabama and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Nelms viewed in connection with the purchase. The Cam2 Promax 303 and Cam2 303 purchased by Plaintiff Nelms was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Nelms in his Ford 3000 tractor and other equipment. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 240 and therefore deny the same.

241. Plaintiff Matt Ortner purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Ortner purchased Defendants' THF Products at the Rural King retail stores in Circleville, Ohio and Elyria, Ohio, as well as the Tractor Supply Store in Amherst, Ohio. Plaintiff Ortner specifically purchased Cam2 Promax 303, Cam2 303, Super S 303, and Supertrac 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Ortner viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Ortner were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. These 303 THF Products were used by Plaintiff Ortner in his John Deere 3030 Tractor, John Deere 7700 Combine, and International 1086 Tractor. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 241 and therefore deny the same.

242. Plaintiff Joe Pate purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Pate purchased Defendants' THF Products at the Tractor Supply Company Stores in Guymon, Oklahoma and Texoma, Oklahoma. Plaintiff Pate specifically purchased Super S 303 and Supertrac 303, and those purchases were based on the

labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Pate viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiff Pate were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Pate in his John Deere 4020 Tractor. Defendants’ 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 242 and therefore deny the same.

243. Plaintiff Mike Ping purchased Defendants’ 303 THF Products. In the time period of December 2013 to the present, Plaintiff Ping specifically purchased Super S Supertrac 303 and Super S 303 at the Tractor Supply Company store in Rock Hill, South Carolina and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Ping viewed in connection with the purchase. Super S Supertrac 303 and Super S 303 purchased by Plaintiff Ping was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Ping in his New Holland LX665 skid steer and Tafe 35DI tractor. Defendants’ 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 243 and therefore deny the same.

244. Plaintiff Stanley Richardson purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Richardson specifically purchased Super S Supertrac 303 and Super S 303 at the Tractor Supply Company store in Marshall, Texas, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Richardson viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Richardson was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Richardson in his Ford 5600 tractor and other equipment. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 244 and therefore deny the same.

245. Plaintiff Brian Riessland purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Riessland purchased Defendants' THF

Products at the Orscheln Store in Kearney, Nebraska. Brian Riessland specifically purchased Super S Supertrac 303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Riessland viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Riessland was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein.. These 303 THF Products were used by Plaintiff Riessland in tractors and other equipment, including John Deere 4650 Tractor, John Deere 4520 Tractor, John Deere 4250 Tractor, John Deere 7800 Tractor, John Deere 3020 Tractor, Case HI 140 Puma. Defendants’ 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 245 and therefore deny the same.

246. During the time period of December 1, 2013 to present, Plaintiff Wayne Rupe purchased Defendant’s 303 THF Products at Tractor Supply Company in Iowa. Mr. Rupe specifically purchased Super S Supertrac 303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Rupe viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Rupe was falsely and deceptively marketed, sold and labeled as described herein, and

was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. Mr. Rupe used Defendants' 303 THF Products in his 1985 Mighty Mack 8B Skid Steer and his 1978 Ditch Witch Trencher. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 246 and therefore deny the same.

247. Plaintiff Leonard Saathoff purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Saathoff purchased Defendants' THF Products at the Tractor Supply Company Store in Watertown, South Dakota. Mr. Saathoff specifically purchased Super S Supertrac 303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Saathoff viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Saathoff was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Saathoff in his John Deere 7200 Planter, AGCO Allis 9655 Tractor, New Holland 8970 Tractor, Kraus Ripper, Kraus 2290 Disk, and Allis Chalmers 7060 Tractor. Defendants' 303 THF Products caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 247 and therefore deny the same.

248. Plaintiff Adam Sevy purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Sevy purchased several 5-gallon buckets of the Super S Super S Supertrac 303 and Super S 303, including at the Orscheln retail store located in Louisburg, Kansas and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Sevy viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Sevy was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Sevy in his Ford 4000 Tractor, Allis 940 wheel loader, John Deere 240 Skid Steer, Ford L8000 dump truck, and hydraulic concrete buggy. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 248 and therefore deny the same.

249. Plaintiff Anthony Shaw purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Anthony Shaw specifically purchased Super S Supertrac 303 at the Tractor Supply Company store in Byron, Georgia and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Shaw viewed in connection with the purchase. The Super S Supertrac 303 purchased by Plaintiff Shaw was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Product was used by Plaintiff Anthony Shaw in his John Deere 4020 tractor, John Deere 4840 tractor, Caterpillar 226 skid steer, John Deere 2755 tractor and other equipment. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 249 and therefore deny the same.

250. Plaintiff Rusty Shaw purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Rusty Shaw specifically purchased Super S Supertrac 303 and Super S 303 at the Tractor Supply Company store in Byron, Georgia, Robins, Georgia or Perry, Georgia and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Shaw viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Shaw was falsely and

deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Rusty Shaw in his John Deere 2350 tractor, 1963 John Deere 3010 tractor, Massey Ferguson 65 tractor, International 1460 Combine, John Deere 48040 tractor and other equipment. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 250 and therefore deny the same.

251. Plaintiff Charles Strickland purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Strickland purchased Super S 303 at the Tractor Supply Company store in Lake City, Florida and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Strickland viewed in connection with the purchase. The Super S 303 purchased by Plaintiff Strickland was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Product was used by Plaintiff Strickland in his Branson 2910 tractor and other equipment. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S 303 Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as

to the truth or falsity of the remaining allegations in Paragraph 251 and therefore deny the same. Answering further, Manufacturer Defendants deny that Plaintiff Charles Strickland is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Strickland.

252. Plaintiff Tim Sullivan purchased one of Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Tim Sullivan purchased several 5-gallon buckets of Defendants' 303 Products at the Tractor Supply Company store in Paducah, Kentucky. Tim Sullivan specifically purchased Super S Supertrac 303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Sullivan viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff Tim Sullivan was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. These 303 THF Products were used by Plaintiff Tim Sullivan in his CAT 120 Trackhoe and his John Deere 4430 Tractor. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 252 and therefore deny the same.

253. Plaintiff Tracy Sullivan purchased one of Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Tracy Sullivan purchased several 5-gallon

buckets of Defendants' 303 Products at the Rural King retail store and the Tractor Supply Company store in Paducah, Kentucky. Tracy Sullivan specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Sullivan viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Tracy Sullivan were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Product was used by Plaintiff Tracy Sullivan in his John Deere 4440 Tractor, John Deere 4430 Tractor, CAT Ellob Excavator, and New Holland E35 Excavator. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 253 and therefore deny the same.

254. Plaintiff Jerry Terry purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Terry purchased Defendants' 303 THF Products at a Tractor Supply Company store in Springfield, Tennessee, and at a Rural King retail store in Clarksville, Tennessee. Jerry Terry specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products

were suitable for us as “tractor hydraulic” lubricants, which Plaintiff Terry viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiff Jerry Terry were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. These 303 THF Products were used by Plaintiff Jerry Terry in his 2001 Massey Ferguson 241 Tractor and 2014 Massey Ferguson 2615 Tractor. Defendants’ 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 254 and therefore deny the same.

255. Plaintiff Ross Watermann purchased Defendants’ 303 THF Products. In the time period of December 2013 to the present, Plaintiff Watermann purchased Defendants’ 303 THF Products at the Tractor Supply Company store in Bennett, Colorado, at Bomgaars in Burlington, Colorado, and at Orscheln in Goodland, Kansas. Ross Watermann specifically purchased Super S Supertrac 303, Super S 303, Cam2 Promax 303, and Cam2 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Watermann viewed in connection with the purchase. Defendants’ 303 THF Products purchased by Plaintiff Watermann were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as

described herein. These 303 THF Products were used by Plaintiff Watermann in his 1980 White 2-105 Tractor, 1995 Ford Genesis 8970 Tractor, and 1998 1118 New Holland Swather. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 255 and therefore deny the same.

256. Plaintiff Wayne Wells purchased Defendants' 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Wells purchased Defendants' THF Products at the Tractor Supply Company Store in Edmunds, Oklahoma. Wayne Wells specifically purchased Super S Supertrac 303 and Super S 303, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Wells viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Wells were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. These 303 THF Products were used by Plaintiff Wells in his John Deere 5603 Tractor, as well as his bulldozer, skid steer, and utility tractor. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid were unsuitable for use,

deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 256 and therefore deny the same.

257. Plaintiff Dale Wendt purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Wendt specifically purchased Cam2 Promax 303 Tractor Hydraulic Oil and/or Cam2 Tractor Hydraulic Oil at Fleet Farm in Waupaca and Appleton, Wisconsin and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Wendt viewed in connection with the purchase. The Cam2 Promax 303 and Cam2 303 purchased by Plaintiff Wendt was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Wendt in his Bobcat 742 skid steer, 970 Case tractor, 1175 Case tractor, 990 Brown tractor with loader, and hydraulic manure spreader. Defendants' 303 THF Product caused damage to each of these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 257 and therefore deny the same.

258. Plaintiff William White purchased Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff White specifically purchased Super S Supertrac 303 and Super S 303 at the Tractor Supply Company store in Lincolnton and Shelby, North

Carolina and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff White viewed in connection with the purchase. The Super S Supertrac 303 and Super S 303 purchased by Plaintiff White was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff White in his Ford 1720 tractor and other equipment. Defendants’ 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid or Super S 303 Tractor Hydraulic Fluid were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 258 and therefore deny the same.

259. Plaintiff Susan Whitehead purchased Defendants’ 303 THF Products. In the time period of December 1, 2013 to the present, Plaintiff Whitehead specifically purchased Super S Supertrac 303 at the Tractor Supply Company Store in Casa Grande, Arizona, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as “tractor hydraulic” lubricants, which Plaintiff Whitehead viewed in connection with the purchase. The Super S Supertrac 303 purchased by Plaintiff Whitehead was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Products were used by Plaintiff Whitehead in a late

1960s-early 1970s Allis Chalmers 170 tractor. Defendants' 303 THF Product caused damage to this piece of equipment.

ANSWER: : Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 259 and therefore deny the same.

260. This paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class Representative whose claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 260 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 260.

261. Plaintiff Dwayne Wurth purchased one of Defendants' 303 THF Products. In the time period of December 2013 to the present, Plaintiff Wurth specifically purchased several 5-gallon of Cam2 Promax 303 and Cam2 303 at the Rural King retail store located in Paducah, Kentucky, and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Wurth viewed in connection with the purchase. Defendants' 303 THF Products purchased by Plaintiff Wurth were falsely and deceptively marketed, sold and labeled as described herein, and were not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Product was used by

Plaintiff Wurth in his Caterpillar 277 Skid Steer. Defendants' 303 THE Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the CAM2 Promax Tractor Hydraulic Oil or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 261 and therefore deny the same.

262. Plaintiff Terry Zornes purchased Defendants' 303 THY Products. In the fall of 2017 and throughout 2018, Plaintiff Zornes purchased at least eight 5-gallon buckets of the Super S 303 Product at the Orscheln retail store located in Iona, Kansas and those purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which Plaintiff Zornes viewed in connection with the purchase. The Super S 303 purchased by Plaintiff Zornes was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein. The 303 THF Product was used by Plaintiff Zornes in his 1972 Caterpillar 955L track loader. Defendants' 303 THF Product caused damage to this piece of equipment.

ANSWER: Manufacturer Defendants deny that the Super S 303 Tractor Hydraulic Fluid was unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 262 and therefore deny the same.

263. Each of the Plaintiffs added in the 5th ACC purchased Defendants' 303 THF Products in the state(s) for which each respective Plaintiff seeks to serve as Class Representative for the respective State Class Claims. Some of the specific products, retailer(s) and location(s) where each of these Plaintiffs purchased Defendants' 303 THF Products are set forth on the attached Exhibit 1, incorporated herein by reference. During the time period December 1, 2013 to the present, each Plaintiff purchased the specific products noted at the specific retailers noted, and each Plaintiff's purchases were based on the labels described herein, including but not limited to the representation on the front of the labels stating that the products were suitable for use as "tractor hydraulic" lubricants, which each viewed in connection with the purchase. Defendants' 303 THF Products purchased by each of those Plaintiffs was falsely and deceptively marketed, sold and labeled as described herein, and was not suitable for use as a tractor hydraulic fluid for any equipment, new or old, as described herein.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 263, or on Exhibit 1 to the Fourth Amended Consolidated Complaint and therefore deny the same. Answering further, Exhibit 1 was not attached to the 5th ACC and not every plaintiff in the 5th ACC was included in Exhibit 1 to the FACC. See ECF No. 260-1.

264. Each of the Plaintiffs in the 5th ACC used Defendants' 303 THF Products in tractors and other equipment owned by those Plaintiffs. Some of the specific equipment in which

each of the Plaintiffs used Defendants' 303 THF Products is also set forth in the attached Exhibit 1. Defendants' 303 THF Products caused damage to each of these pieces of equipment. Defendants' 303 THF Products also caused damage to many attachments used with these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 264, or on Exhibit 1, and therefore deny the same. Answering further, Exhibit 1 was not attached to the 5th ACC and not every plaintiff in the 5th ACC was included in Exhibit 1 to the FACC. See ECF No. 260-1.

265. Exhibit 1 also contains some of the respective products, states and some retailers and locations of purchase for each of the other Plaintiffs included in this 5th ACC, as well as some of the equipment in which each of those Plaintiffs used Defendants' 303 THF Products. Defendants' 303 THF Products caused damage to each of these pieces of equipment. Defendants' 303 THF Products also caused damage to many attachments used with these pieces of equipment.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were unsuitable for use, deceptively marketed and labeled, or caused damage to any equipment. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 265, or on Exhibit 1, and therefore deny the same. Answering further, Exhibit 1

was not attached to the 5th ACC and not every plaintiff in the 5th ACC was included in Exhibit 1 to the FACC. *See* ECF No. 260-1.

266. As a result of Defendants' manufacturing and offering the 303 THF Products for sale, each Plaintiff purchased a tractor hydraulic fluid that was falsely and deceptively offered for sale as a "303" fluid that contained quality base oils and additives, met or had an equivalency to required specifications and was safe for use in equipment when, in reality, the fluid offered was of uncertain quality, lacked adequate viscosity and additives, contained line wash or flush oil, had a value much less than the price offered for sale and/or was worthless, and was likely to expose equipment to increased risk of wear and damage.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 266.

267. Each Plaintiff reasonably relied upon Defendants' representation that the fluid was a "303" "tractor hydraulic" lubricant and Defendants' own labeling, statements and advertisements concerning the particular qualities and benefits of the 303 THF Products, and Plaintiffs would not have paid for the worthless 303 THF Products in the absence of Defendants' unfair acts.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were deceptively marketed or labeled, or that the products were "worthless." Manufacturer Defendants are without sufficient information to form a belief as to the truth or falsity of the remaining claims in Paragraph 267 and therefore deny the same.

268. All reasonable purchasers would consider based on the label that Defendants' 303 THF Products were suitable for use in tractors and other equipment and would not have any understanding or way to know that Defendants' 303 THF Products were of uncertain quality,

lacked adequate viscosity and additives, contained line wash or flush oil, had a value much less than the price offered for sale, were worthless and/or that use of Defendants' 303 THF Products would expose all equipment to increased wear and damage.

ANSWER: Manufacturer Defendants deny that the Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil were of uncertain quality, lacked adequate viscosity and additives, had a value much less than the price offered for sale, were “worthless,” or exposed equipment to increased wear and damage. By way of further answer, Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil including language regarding misapplication. Manufacturer Defendants are without sufficient information to form a belief as to the truth or falsity of the remaining claims in Paragraph 268 and therefore deny the same.

269. A reasonable purchaser would consider Defendants' labeling, statements and advertisements when looking to purchase a tractor hydraulic fluid. As a result of using Defendants' 303 THF Products, each Plaintiff and Class Member: (a) paid a sum of money for a product that was not as represented and was worthless; (b) received a lesser product than labeled, advertised and marketed; (c) were deprived of the benefit of the bargain because the 303 THF Products were different than what Defendants represented; (d) were deprived of the benefit of the bargain because the 303 THF Products had less value than what was represented; (e) did not receive a product that measured up to their expectations as created by Defendants; and (f) suffered increased and excessive wear and/or damage to their equipment, including damage to gears, seals and hydraulic systems.

ANSWER: Manufacturer Defendants state that the labels for Super S Super Trac Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil, and each version thereof, as well as any other statements regarding any of them, speak for themselves, and Manufacturer Defendants deny any allegations or characterizations in Paragraph 269 inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 269.

270. More specifically, each of the Plaintiffs and Class Members suffered tangible and concrete harm and damage both in the form of the purchase price paid for the worthless 303 THF Products and in the form of harm and damage to their equipment as a result of using Defendants' 303 THF Products. Because the 303 THF Products did not conform to or have an equivalency to any tractor hydraulic fluid specification, lacked adequate viscosity and did not contain required performance additives, each of the Plaintiffs' and Class Members' equipment suffered negative impacts and increased and excessive wear to their equipment, hydraulic systems, transmissions and other components, regardless of any individual variations in the Plaintiffs' and Class Members' equipment or experiences.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 270.

271. Indeed, Smitty's technical director (at the time of his sworn testimony) testified and admitted under oath that viscosity is the most important property of a lubricant fluid, and that when a tractor hydraulic fluid's viscosity is reduced, its effectiveness to prevent wear to moving parts is impaired, and that is true regardless of system design, climate, maintenance practices of the owner or the age and condition of the equipment. Accordingly, at a minimum each Plaintiff and Class Member has been and/or will be required to remedy the property damage they have suffered, in a

common way, through the time and expense required to flush the 303 THF Products from their equipment so as to mitigate ongoing wear and damage.

ANSWER: Manufacturer Defendants state that the transcript of Jeremy Schenk's deposition referred to in Paragraph 271 speaks for itself, and Manufacturer Defendants deny any allegations or characterizations in Paragraph 271 to the extent they are inconsistent therewith. Manufacturer Defendants deny the remaining allegations in Paragraph 271.

272. When Defendants manufactured, named, labeled, marketed, advertised, distributed, and sold Plaintiffs and Class Members their 303 THF Products, Defendants knew or should have known that the products (1) did not meet or have an equivalency to manufacturer specifications and were not acceptable for use as hydraulic fluid, transmission fluid, and gear oil in older tractors and other equipment; (2) were not an adequate substitute for and did not satisfy John Deere's JD-303 or J20A specifications; (3) were not adequate to provide extreme pressure and anti-wear protection for tractor transmission, axles and hydraulic pumps; (4) were not adequate to protect against rust and corrosion; and (5) were not appropriate for use in equipment of manufacturers including Allis-Chalmers, Massey Ferguson, Deutz, JI Case/David Brown, Allison, International Harvester, White, Kubota, John Deere, Oliver, Ford and Caterpillar.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 272.

273. Plaintiffs used the 303 THF Products in the manner in which Defendants advised they could and should be used, and would not have purchased the products in the absence of Defendants' deceptive and unfair acts.

ANSWER: Manufacturer Defendants deny any deceptive or unfair acts. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 273 and therefore deny the same.

274. As a result of Defendants' 303 THF Products not meeting or being equivalent to specifications as labeled, advertised, marketed, warranted, and promised, Defendants violated consumer protection acts, breached express and implied warranties, fraudulently or negligently induced each Plaintiff and Class Member to purchase their products through material misrepresentations, acted in a negligent manner, and were unjustly enriched.

ANSWER: Paragraph 274 states legal conclusions to which no response is required. To the extent a response is required, Manufacturer Defendants deny the allegations in Paragraph 274.

275. Defendants' manufacture, labeling, and sale of the 303 THF Products was deceptive and misleading in at least the following respects:

- (a) Defendants' use of "303" in the name of the products was deceptive and misleading. The 303 THF Products did not use John Deere 303's formula and would not meet the specifications for John Deere 303. Defendants packaged their 303 THF Products in the yellow bucket with illustrations of modern tractors and equipment so as to further deceive and mislead and create the impression that the 303 THF Products were legitimate tractor hydraulic fluids that met the specifications for John Deere 303 and other John Deere equipment.
- (b) Defendants placed a deceptive and misleading statement on the product labels by claiming that John Deere 303 is one of the specifications for which the 303 THF Products were "[s]uitable as a replacement fluid for the following manufacturers where a tractor hydraulic fluid of this quality is recommended."
- (c) Defendants placed a deceptive and misleading statement on the product labels by claiming that J20A is one of the specifications for which the 303 THF Products

were “[s]uitable as a replacement fluid for the following manufacturers where a tractor hydraulic fluid of this quality is recommended.”

- (d) Defendants placed a deceptive and misleading statement on the product labels labeling the products as “tractor hydraulic” lubricants and by listing eleven (11) other manufacturers as those for which the 303 THF Products were “[s]uitable as a replacement fluid for the following manufacturers where a tractor hydraulic fluid of this quality is recommended,” without specifying the equipment/specifications purportedly met for each of those eleven (11) manufacturers.
- (e) Defendants engaged in deceptive and misleading conduct in failing to provide an adequate notice, disclaimer, or warning on the labels.
- (f) Defendants placed a deceptive and misleading statement on the product labels by listing manufacturers of equipment in which the 303 THF Products purportedly may be used, when in reality the product did not meet many of the specifications for the listed manufacturers’ modern or older model equipment.
- (g) Defendants made a deceptive and misleading statement on the product labels by representing that the product had been field tested.
- (h) Defendants made a deceptive and misleading statement on the product labels when claiming that the 303 THF Products “will provide excellent results in the areas of:
 - Anti-wear properties
 - Brake Chatter
 - Extreme Pressure Properties
 - Foam Suppression
 - PTO Clutch Performance
 - Rust Protection

▪ Water Sensitivity”

- (i) Defendants engaged in misleading and deceptive conduct with regard to their 303 THF Products in failing to disclose that the products contained flush oil, line flush, waste oil and/or contained other materials that should never be contained in tractor hydraulic fluid.

ANSWER: The allegations in Paragraph 275 are legal conclusions to which no answer is required. To the extent an answer is required, Manufacturer Defendants deny the allegations in Paragraph 275.

276. The conduct listed in paragraph 275(a)-(i) constitutes deceptive and unconscionable business practices in violation of consumer protection laws.

ANSWER: The allegation in Paragraph 276 is a legal conclusion to which no answer is required. To the extent an answer is required, Manufacturer Defendants deny the allegation in Paragraph 276.

277. Defendants concealed any internal test data and the truth about the 303 THF Products at all relevant times during the class period. Accordingly, Defendants’ misrepresentations and omissions, and the fact of injury to Plaintiffs and the Class, were not reasonably ascertainable to Plaintiffs and Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 277.

278. This action is brought by each Plaintiff against Defendants to recover all money paid by each Plaintiff and Class Member to Defendants for purchase of their worthless 303 THF Products which were labeled, marketed, advertised, and sold in the dishonest, misleading, and deceptive manners noted herein, for recovery amounts needed to repair, mitigate and/or otherwise the damage caused to equipment owned by each Plaintiff and the Class Member, including the common remedy of amounts needed to pay for the 303 THF Products to be flushed from each

Plaintiff's and each Class Member's equipment, for punitive damages, attorneys' fees, costs, and for all other remedies available to those aggrieved by Defendants' conduct.

ANSWER: The allegations in Paragraph 278 are legal conclusions to which no response is required. To the extent a response is required, Manufacturer Defendants admit that Plaintiffs purport to bring suit on behalf of putative classes to recover money paid for Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil and alleged harm caused by their use as well as other damages. Manufacturer Defendants deny any misleading or unlawful conduct and deny that Plaintiffs suffered any harms. Manufacturer Defendants further deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, deny that punitive damages are appropriate, and deny all allegations in Paragraph 278 not expressly admitted herein.

CLASS ACTION ALLEGATIONS

279. Plaintiffs bring this Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves, and on behalf of forty (40) state-specific Classes as defined below, to redress the wrongful conduct of Defendants in connection with their manufacturing, marketing, and sale of the 303 THF Products.

ANSWER: Manufacturer Defendants deny that they engaged in “wrongful conduct.” The remaining allegations in Paragraph 279 constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that Plaintiffs purport to bring claims on behalf of themselves and their respective State Classes. Manufacturer Defendants deny that such

claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 279 not expressly admitted herein.

280. Plaintiffs each seek, on behalf of themselves and all others similarly situated, relief for the harm and damage caused by Defendants' negligence, breach of warranty, unjust enrichment, fraudulent and negligent misrepresentations, product liability, and for their violations of various state statutes.

ANSWER: Manufacturer Defendants deny Paragraph 280 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that Plaintiffs generally seek the relief listed in Paragraph 280 and deny all allegations in Paragraph 280 not expressly admitted herein.

281. Plaintiffs do not seek certification of a Nationwide Class.

ANSWER: The allegations in Paragraph 281 constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit the allegations in Paragraph 281.

282. Plaintiffs also seek certification of the following state-specific Classes of similarly situated persons:

- (a) Alabama: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Alabama at any point in time from December 1, 2013 to present.
- (b) Arizona: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303

Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Arizona at any point in time from December 1, 2013 to present.

- (c) Arkansas: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Arkansas at any point in time from December 1, 2013 to present.
- (d) California: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in California at any point in time from December 1, 2013 to present.
- (e) Colorado: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Colorado at any point in time from December 1, 2013 to present.
- (f) Connecticut: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Connecticut at any point in time from December 1, 2013 to present.
- (g) Florida: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Florida at any point in time from December 1, 2013 to present.
- (h) Georgia: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Georgia at any point in time from December 1, 2013 to present.
- (i) Illinois: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Illinois at any point in time from December 1, 2013 to present.
- (j) Indiana: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Indiana at any point in time from December 1, 2013 to present.
- (k) Iowa: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Iowa at any point in time from December 1, 2013 to present.

- (l) Kansas: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Kansas at any point in time from December 1, 2013 to present.
- (m) Kentucky: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Kentucky at any point in time from December 1, 2013 to present.
- (n) Louisiana: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Louisiana at any point in time from December 1, 2013 to present.
- (o) Maine: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Maine at any point in time from December 1, 2013 to present.
- (p) Maryland: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Maryland at any point in time from December 1, 2013 to present.
- (q) Massachusetts: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Massachusetts at any point in time from December 1, 2013 to present.
- (r) Michigan: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Michigan at any point in time from December 1, 2013 to present.
- (s) Minnesota: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Minnesota at any point in time from December 1, 2013 to present.
- (t) This sub-paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class which the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).
- (u) Missouri: All persons and other entities who purchased Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Missouri at any point in time from December 1, 2013 to present.

- (v) Montana: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Montana at any point in time from December 1, 2013 to present.
- (w) Nebraska: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Nebraska at any point in time from December 1, 2013 to present.
- (x) Nevada: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Nevada at any point in time from December 1, 2013 to present.
- (y) New Hampshire: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in New Hampshire at any point in time from December 1, 2013 to present.
- (z) New Jersey: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in New Jersey at any point in time from December 1, 2013 to present.
- (aa) New Mexico: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in New Mexico at any point in time from December 1, 2013 to present.
- (bb) New York: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in New York at any point in time from December 1, 2013 to present.
- (cc) North Carolina: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in North Carolina at any point in time from December 1, 2013 to present.
- (dd) North Dakota: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in North Dakota at any point in time from December 1, 2013 to present.
- (ee) Ohio: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor

Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Ohio at any point in time from December 1, 2013 to present.

- (ff) Oklahoma: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Oklahoma at any point in time from December 1, 2013 to present.
- (gg) Pennsylvania: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Pennsylvania at any point in time from December 1, 2013 to present.
- (hh) South Carolina: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in South Carolina at any point in time from December 1, 2013 to present.
- (ii) South Dakota: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in South Dakota at any point in time from December 1, 2013 to present.
- (jj) Tennessee: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Tennessee at any point in time from December 1, 2013 to present.
- (kk) Texas: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Texas at any point in time from December 1, 2013 to present.
- (ll) Virginia: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Virginia at any point in time from December 1, 2013 to present.
- (mm) West Virginia: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in West Virginia at any point in time from December 1, 2013 to present.
- (nn) Wisconsin: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Wisconsin at any point in time from December 1, 2013 to present.

- (oo) Wyoming: All persons and other entities who purchased Super S Supertrac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil in Wyoming at any point in time from December 1, 2013 to present.

ANSWER: Manufacturer Defendants admit that the Plaintiffs seek certification of the state classes listed in Paragraph 282. Manufacturer Defendants deny that any of Plaintiffs' claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 282 not expressly admitted herein.

283. Excluded from the Classes are those who purchased the 303 THF Products for resale.

ANSWER: The allegations in Paragraph 283 constitute a description of Plaintiffs' 5th ACC, to which no response is required.

284. Also excluded from the Classes are Defendants, including any parent, subsidiary, affiliate or controlled person of Defendants; Defendants' officers, directors, agents, employees and their immediate family members, as well as the judicial officers assigned to this litigation and members of their staffs and immediate families.

ANSWER: The allegations in Paragraph 284 constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit the allegations in Paragraph 284.

285. The 303 THF Products at issue were sold across the United States through retailers. The Class Members may be identified through use of sales receipts, affidavits, or through sales records.

ANSWER: Manufacturer Defendants admit that Smitty's sold Super S Super Trac 303 Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold

CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil, in part, through retailers. Manufacturer Defendants deny that Class Members can be validly identified through the means listed in Paragraph 285 and deny all remaining allegations in Paragraph 285 not expressly admitted herein.

286. The proposed Classes are so numerous that joinder of all Class Members is impracticable. Although the exact number of Members of each Class is not known at this time, there are thousands of Members of each Class.

ANSWER: The allegations in Paragraph 286 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny the allegations in the first sentence of Paragraph 286, and are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 286, and therefore deny the same.

287. There are questions of fact and law common to each Class which predominate over questions affecting only individual Class Members. The questions of law and fact common to each Class arising from Defendants' actions include, without limitation, the following:

- (a) The components and qualities of Defendants' 303 THF Products, and the cost to Defendants to manufacture, distribute, market and sell their 303 THF Products;
- (b) Whether Defendants were unjustly enriched;
- (c) Whether Defendants were negligent;
- (d) Whether Defendants breached the express warranties provided with regard to the 303 THF Products;
- (e) Whether Defendants breached the implied warranty of merchantability with regard to the 303 THF Products;
- (f) Whether Defendants breached the implied warranty of fitness for particular purpose with regard to the 303 THF Products;

- (g) Whether Defendants deliberately failed to disclose material facts to consumers regarding the quality of the 303 THF Products and the obsolete nature of the products and the specifications the products claimed to meet;
- (h) Whether Defendants' manufacturing, labeling, advertising, marketing, and/or sale of their 303 THF Products was deceptive, unfair, and/or dishonest as alleged above;
- (i) Whether Defendants' 303 THF Products were being labeled, advertised and marketed as alleged above;
- (j) Whether Defendants' 303 THF Products in actuality were as alleged above;
- (k) Whether Defendants studied or tested their labeling and the effect of the labeling on consumers' perceptions, and whether Defendants studied the susceptibility of consumers who might purchase tractor hydraulic fluid;
- (l) Whether Defendants' representations regarding their 303 THF Products were false and made knowingly by Defendants;
- (m) Whether Defendants' representations were false and made negligently by Defendants; and
- (n) Whether use of the 303 THF Products caused and/or exposed equipment to common impacts and damage.

ANSWER: The allegations in Paragraph 287 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny the allegations in Paragraph 287.

288. The claims of each representative Plaintiff are typical of those in each respective Class because each purchased Defendants' 303 THF Products and was similarly treated.

ANSWER: The allegations in Paragraph 288 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny the allegations in Paragraph 288.

289. Plaintiffs are adequate representatives of each respective Class because their interests do not conflict with the interests of other Members of the Class. The interests of the other

Class Members will be fairly and adequately protected by Plaintiffs and counsel, who have extensive experience prosecuting complex litigation and class actions.

ANSWER: The allegations in Paragraph 289 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny the allegations in Paragraph 289

290. A Class Action is the appropriate method for the fair and efficient adjudication of this controversy. It would be impracticable, cost prohibitive, and undesirable for each Member of each Class to bring a separate action. In addition, the presentation of separate actions by individual Class Members creates the risk of inconsistent and varying adjudications, establishes incompatible standards of conduct for Defendants, and/or substantially impairs or impedes the ability of Class Members to protect their interests. A single Class Action can determine, with judicial economy, the rights of the Members of each Class.

ANSWER: The allegations in Paragraph 290 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny the allegations in Paragraph 290.

291. A Class Action is superior with respect to considerations of consistency, economy, efficiency, fairness and equity, to other available methods for the fair and efficient adjudication of this controversy.

ANSWER: The allegations in Paragraph 291 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny the allegations in Paragraph 291.

292. Class certification is also appropriate because Defendants have acted or refused to act on grounds generally applicable to each Class. The Class Action is based on Defendants' acts

and omissions with respect to each Class as a whole, not on facts or law applicable only to the representative Plaintiffs. All Class Members who purchased Defendants' products were treated similarly. Thus, all Class Members have the same legal right and interest in relief for damages associated with the violations enumerated herein.

ANSWER: The allegations in Paragraph 292 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny the allegations in Paragraph 292.

293. Class certification is also appropriate for class-wide injunctive relief pursuant to Rule 23(b)(2).

ANSWER: The allegations in Paragraph 293 constitute legal conclusions to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants deny Paragraph 293 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief.

294. Plaintiffs each assert in Counts I through VII, below, the following claims on behalf of each of the respective State Classes:

- Count I — Negligence
- Count II - Breach of Express Warranty
- Count III - Breach of Implied Warranty of Merchantability
- Count IV - Breach of Implied Warranty of Fitness for Particular Purpose
- Count V — Unjust Enrichment
- Count VI — Fraud/Misrepresentation
- Count VII — Negligent Misrepresentation

ANSWER: Manufacturer Defendants deny Paragraph 294 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. Manufacturer Defendants further deny Paragraph 294 to the extent that it is inconsistent with Plaintiffs' express concessions on certain of the above claims, including:

- Count I as to the Indiana Plaintiffs;
- Count II as to the Arizona, Connecticut, Kentucky, Maryland, Michigan, and Wisconsin Plaintiffs;
- Count III as to the Alabama, Arizona, Connecticut, Kentucky, New York, North Carolina, Ohio, and Wisconsin Plaintiffs;
- Count IV as to the Alabama, Arizona, Connecticut, Kentucky, New York, North Carolina, Ohio, and Wisconsin Plaintiffs;
- Count V as to the Ohio, Wisconsin, and Indiana Plaintiffs;
- Count VI as to the Indiana Plaintiffs; and,
- Count VII as to the Arkansas, Indiana, and New York Plaintiffs.

The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs purport to bring claims on behalf of themselves and their respective State Classes. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of [Federal Rule of Civil Procedure 23](#), deny that class certification is appropriate, and deny all allegations in Paragraph 294 not expressly admitted herein.

295. Plaintiffs Nelms, Jackson, and Morgan assert Count I and Counts V through VII on behalf of themselves and the Alabama Class.

ANSWER: Manufacturer Defendants deny Paragraph 295 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 295 purport to bring claims on behalf of themselves and the Alabama Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 295 not expressly admitted herein.

296. Plaintiffs Buford, Anderson, Hargraves, and Harrison assert Counts I through VI as well as the following on behalf of themselves and the Arkansas Class:

Count VIII -- Arkansas Deceptive Trade Practices Act, § 4-88-101

ANSWER: Manufacturer Defendants deny Paragraph 296 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that some of the Plaintiffs named in Paragraph 296 purport to bring claims on behalf of themselves and the Arkansas Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all

allegations in Paragraph 296 not expressly admitted herein. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Sean Buford, and therefore Manufacturer Defendants deny that Plaintiff Buford is a properly named Plaintiff in this action. See ECF Nos. 826, 862.

297. Plaintiff Kimmich asserts Counts I-II and Counts V-VII, as well as the following on behalf of themselves and the California Class:

Count IX -- California Unfair Competition Law, California Civil Code § 17200 et seq.

Count X-- False and Misleading Advertising in Violation of California Business & Professions Code § 17500 et seq.

Count XI -- California Consumers Legal Remedies Act, California Civil Code §1750 et seq.

ANSWER: Manufacturer Defendants deny Paragraph 297 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 297 purports to bring claims on their own behalf and on behalf of the California Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 297 not expressly admitted herein.

298. Plaintiffs Watermann, Guire, and Lempka assert Counts I through VII as well as the following on behalf of themselves and the Colorado Class:

Count XII -- Colorado's Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 298 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 298 purport to bring claims on behalf of themselves and the Colorado Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 298 not expressly admitted herein.

299. Plaintiff Carusillo asserts Counts I and Counts V through VII as well as the following on behalf of himself and the Connecticut Class:

Count XIII — Connecticut Consumer Protection Act, Conn. Gen. Stat. § 42-110g, *et seq.*

Count XXXXIII — Conn. Product Liability Act, Conn. Gen. Stat. §52-572m, *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 299 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 299 purport to bring claims on their own behalf and on behalf of the Connecticut Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of

Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 299 not expressly admitted herein.

300. Plaintiffs Brett, Raburn, Rumore and Strickland assert Count I and Counts V through VII as well as the following on behalf of themselves and the Florida Class:

Count XIV -- Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 et seq.

Count XV -- Florida Misleading Advertising Law, Fla. Stat. § 817.41.

ANSWER: Manufacturer Defendants deny Paragraph 300 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 300 purport to bring claims on behalf of themselves and the Florida Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 300 not expressly admitted herein. Answering further, Manufacturer Defendants deny that Plaintiff Charles Strickland is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Strickland.

301. Plaintiffs Farner, Fricks, Anthony Shaw, Rusty Shaw, and Eddie Chavis assert Counts I through VII on behalf of themselves and the Georgia Class.

ANSWER: Manufacturer Defendants deny Paragraph 301 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count

LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 301 purport to bring claims on behalf of themselves and the Georgia Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 301 not expressly admitted herein.

302. Plaintiffs Burgdorf, Feldkamp, Fohne, and Lesko assert Counts I through II and Counts V through VII as well as the following on behalf of themselves and the Illinois Class:

Count XVI -- Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 302 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 302 purport to bring claims on behalf of themselves and the Illinois Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 302 not expressly admitted herein.

303. Plaintiffs Frank James and Hardin assert Count III as well as the following on behalf of themselves and the Indiana Class:

Count XVII - Indiana Consumer Protection Act, Ind. Code § 24-5-0.5-5.

Count XLIV - Indiana Product Liability Act, Design Defect

Count XLV — Indiana Product Liability Act, Failure to Warn

ANSWER: Manufacturer Defendants deny Paragraph 303 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 303 purport to bring claims on behalf of themselves and the Indiana Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 303 not expressly admitted herein.

304. Plaintiffs Blackmore, Klingenberg, Rupe, and Faubion assert Counts I through VII on behalf of themselves and the Iowa Class.

ANSWER: Manufacturer Defendants deny Paragraph 304 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 304 purport to bring claims on behalf of themselves and the Iowa Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 304 not expressly admitted herein.

305. Plaintiffs Bollin, Sevy, Watermann, and Zornes assert Counts I through VII as well as the following on behalf of themselves and the Kansas Class:

Count XVIII — Kansas Consumer Protection Act, K.S.A. § 50-623 *et seq.*

Count XLVI — Kansas Product Liability Act — Design Defect Count
XLVII -- Kansas Product Liability Act — Failure to Warn

ANSWER: Manufacturer Defendants deny Paragraph 305 to the extent that it is inconsistent with the Court’s March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, dismissed Count LV in its entirety, and dismissed Count XVIII as to property damages. The remaining allegations constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 305 purport to bring claims on behalf of themselves and the Kansas Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 305 not expressly admitted herein.

306. Plaintiffs Egner, Tim Sullivan, Tracy Sullivan, and Wurth assert Count I and Counts V through VII on behalf of themselves and the Kentucky Class:

Count XIV — Kentucky Consumer Protection Act, Ky. Rev. Stat. § 367.170 (2015) — The Court dismissed this claim in its Order of March 9, 2022. (Docket No. 451).

ANSWER: Manufacturer Defendants deny Paragraph 306 to the extent that it is inconsistent with the Court’s March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Counts LV and XIX in their entirety. The remaining allegations constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required,

Manufacturer Defendants admit that the Plaintiffs named in Paragraph 306 purport to bring claims on behalf of themselves and the Kentucky Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 306 not expressly admitted herein.

307. Plaintiffs Clough, Dahlke, Dow, and Mabie assert Counts I, III through IV, and VI through VII on behalf of themselves and the Michigan Class, and Plaintiff Mabie also asserts the following on behalf of himself and the Michigan Class:

Count XX — Michigan Consumer Protection Act, MCL 445.901 *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 307 to the extent that it is inconsistent with the Court’s March 9, 2022 Orders, ECF Nos. 451, 542, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, dismissed Count LV in its entirety, and dismissed Count XX as to Plaintiffs Dahlke and Dow. The remaining allegations constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 307 purport to bring claims on behalf of themselves and the Michigan Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 307 not expressly admitted herein.

308. Plaintiffs Klingenberg, Asfeld, and Creger assert Counts I through VII on behalf of themselves and the Minnesota Class:

Count XXI — Minnesota Consumer Fraud Act, Minnesota statute § 325F.67 *et seq.* — The Court dismissed this claim in its Order of March 9, 2022. (Docket No. 451).

ANSWER: Manufacturer Defendants deny Paragraph 308 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Counts LV and XXI in their entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 308 purport to bring claims on behalf of themselves and the Minnesota Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 308 not expressly admitted herein.

309. This paragraph has been intentionally left blank as it previously related to claims of a putative Mississippi Class which the Court dismissed in its Order of March 9, 2022. (Docket No. 451).

ANSWER: Paragraph 309 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 309.

310. Plaintiffs Graves, Nash, Goodson, and Hazeltine assert Counts I through VII as well as the following claim on behalf of themselves and the Missouri Class:

Count XXII - Missouri Merchandising Practices Act, Mo. Rev. Stat. §407.010

ANSWER: Manufacturer Defendants deny Paragraph 310 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC,

to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that some of the Plaintiffs named in Paragraph 310 purport to bring claims on behalf of themselves and the Missouri Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 310 not expressly admitted herein. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Gary Goodson, and therefore Manufacturer Defendants deny that Plaintiff Goodson is a properly named Plaintiff in this action. *See* ECF Nos. 826, 862.

311. Plaintiffs Chauncey, Loeffler, Lunkwitz, Riessland, and Jacobson assert Counts I through VII as well as the following claims on behalf of themselves and the Nebraska Class:

Count XXIII — Nebraska Consumer Protection Act, Neb. Rev. St. §§59-1601

Count XXIV — Nebraska's Uniform Deceptive Trade Practices Act, Neb. Rev. St. §§ 87-301 *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 311 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 311 purport to bring claims on behalf of themselves and the Nebraska Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 311 not expressly admitted herein.

312. Plaintiffs Dean, Miller and Wachholder assert Counts I through II and V through VI as well as the following claim on behalf of themselves and the New York Class:

Count XXV -- New York Consumer Protection Law, N.Y.C.P.L.R. § 214,
et seq.

ANSWER: Manufacturer Defendants deny Paragraph 312 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 312 purport to bring claims on behalf of themselves and the New York Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 312 not expressly admitted herein.

313. Plaintiffs Farrier, Lemonds, Sickelton and White assert Count I and Counts V through VII as well as the following claim on behalf of themselves and the North Carolina Class:

Count XXVI -- North Carolina Consumer Protection Act, N.C.G.S. § 75-
1.1 *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 313 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 313 purport to bring claims on behalf of themselves and the North Carolina Class. Manufacturer Defendants deny

that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 313 not expressly admitted herein. Answering further, Manufacturer Defendants deny that Plaintiff Matthew Sickelton is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Sickelton.

314. Plaintiffs Gosche, Hayes, and Ortner assert Count VI as well as the following claim on behalf of themselves and the Ohio Class:

Count XXVII - Ohio Consumer Sales Practices Act ("OCSPA"), R.C. 1345.01

Count XLVIII - Strict Liability - Design Defect

Count XLIX - Strict Liability - Manufacturing Defect - The Court dismissed this claim in its Order of March 9, 2022. (Docket No. 451).

Count L - Strict Liability - Defect Due to Nonconformance with Representation

ANSWER: Manufacturer Defendants deny Paragraph 314 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Counts LV, XXVII, and XLIX in their entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 314 purport to bring claims on behalf of themselves and the Ohio Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 314 not expressly admitted herein.

315. Plaintiffs Graves, Nash, Pate, and Wells assert Counts I through VII as well as the following claim on behalf of themselves and the Oklahoma Class:

Count XXVIII — Oklahoma Consumer Protection Statute — The Court dismissed this claim in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Manufacturer Defendants deny Paragraph 315 to the extent that it is inconsistent with the Court’s March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 315 purport to bring claims on behalf of themselves and the Oklahoma Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of [Federal Rule of Civil Procedure 23](#), deny that class certification is appropriate, and deny all allegations in Paragraph 315 not expressly admitted herein.

316. Plaintiffs Farley, Jenkins, Minich, Puskarich, and Stanton assert Counts I through VII as well as the following on behalf of themselves and the Pennsylvania Class:

Count XXIX — Pennsylvania Unfair Trade Practices and Consumer Protection Law, [73 P.S. § 201-1](#), *et. seq.* — The Court dismissed this claim in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Manufacturer Defendants deny Paragraph 316 to the extent that it is inconsistent with the Court’s March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Counts LV and XXIX in their entirety. The remaining allegations constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 316

purport to bring claims on behalf of themselves and the Pennsylvania Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 316 not expressly admitted herein.

317. Plaintiffs Ping, Chavis, and Kirven assert Counts I through VII on behalf of themselves and the South Carolina Class.

ANSWER: Manufacturer Defendants deny Paragraph 317 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 317 purport to bring claims on behalf of themselves and the South Carolina Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 317 not expressly admitted herein.

318. Plaintiffs Chauncey, Gisi, Hoff, and Saathoff assert Counts I through VII as well as the following claim on behalf of themselves and the South Dakota Class:

Count XXX — South Dakota Consumer Protection Statute.

ANSWER: Manufacturer Defendants deny Paragraph 318 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC,

to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 318 purport to bring claims on behalf of themselves and the South Dakota Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 318 not expressly admitted herein.

319. Plaintiff Terry, Dobson, Farner, Grissom, Seever, and Stembridge assert Counts I through VII as well as the follow claim on behalf of themselves and the Tennessee Class:

Count LI -- Tennessee Products Liability Act

ANSWER: Manufacturer Defendants deny Paragraph 319 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 319 purport to bring claims on behalf of themselves and the Tennessee Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 319 not expressly admitted herein.

320. Plaintiffs Mabie, Denton, and Richardson assert Counts I through VII as well as the following claim on behalf of themselves and the Texas Class:

Count XXXI — Texas Deceptive Trade Practices, Texas Business and Commerce Code § 17.41 *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 320 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 320 purport to bring claims on behalf of themselves and the Texas Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 320 not expressly admitted herein.

321. Plaintiffs Bias, Curry, Jenkins, and Moreland assert Counts I through VII as well as the following claim on behalf of themselves and the West Virginia Class:

Count XXXII — West Virginia Consumer Protection Statute, W. Va. Code Ann. § 55-2-12, *et seq.*

ANSWER: Manufacturer Defendants deny Paragraph 321 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 321 purport to bring claims on behalf of themselves and the West Virginia Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 321 not expressly admitted herein.

322. Plaintiffs Hamm and Wendt assert Count I and Counts VI through VII as well as the following claim on behalf of themselves and the Wisconsin Class:

Count XXXIII — Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18.

ANSWER: Manufacturer Defendants deny Paragraph 322 to the extent that it is inconsistent with the Court’s March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 322 purport to bring claims on behalf of themselves and the Wisconsin Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 322 not expressly admitted herein.

323. Plaintiffs Engdahl, Gallegos, and Whitehead assert Count I and Counts V through VII as well as the following claim on behalf of themselves and the Arizona Class:

Count XXXIV — Arizona Consumer Fraud Act, Ariz. Rev. Stat. 44-1533.

ANSWER: Manufacturer Defendants deny Paragraph 323 to the extent that it is inconsistent with the Court’s March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs’ 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 323 purport to bring claims on behalf of themselves and the Arizona Class. Manufacturer Defendants deny that

such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 323 not expressly admitted herein.

324. Plaintiffs Curtis, Boynton, and Ouelette assert Counts I through VII as well as the following claim on behalf of themselves and the Maine Class:

Count XXXV — Me. Stat. tit. 5, § 213(1), (2).

ANSWER: Manufacturer Defendants deny Paragraph 324 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 324 purport to bring claims on behalf of themselves and the Maine Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 324 not expressly admitted herein. Answering further, Manufacturer Defendants deny that Plaintiff Christopher Curtis is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Curtis.

325. Plaintiff Garduno asserts Counts I through VII as well as the following claim on behalf of themselves and the New Mexico Class:

Count XXXVI - N.M. Stat. Ann. § 57-12-10.B

ANSWER: Manufacturer Defendants deny Paragraph 325 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all

or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 325 purports to bring claims on their own behalf and on behalf of the New Mexico Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 325 not expressly admitted herein.

326. Plaintiff Creger asserts Counts I through VII as well as the following claim on behalf of themselves and the North Dakota Class:

Count XXXVII — N.D. Cent. Code Ann. § 51-15-09

ANSWER: Manufacturer Defendants deny Paragraph 326 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 326 purports to bring claims on their own behalf and on behalf of the North Dakota Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 326 not expressly admitted herein.

327. Plaintiffs Boone, Bartus, Moore and Sickleton assert Counts I through VII on behalf of themselves and the Virginia Class.

ANSWER: Manufacturer Defendants deny Paragraph 327 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 327 purport to bring claims on behalf of themselves and the Virginia Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 327 not expressly admitted herein.

328. Plaintiffs Beaver and Vicknair, assert the following claims on behalf of themselves and the Louisiana Purchases Class:

Count LII — Louisiana Product Liability Act — Breach of Express Warranty

Count LIII — Louisiana Product Liability Act — Design Defect

Count LIV -- Louisiana Product Liability Act — Failure to Warn

ANSWER: Manufacturer Defendants deny Paragraph 328 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 328 purport to bring claims on behalf of themselves and the Louisiana Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule

of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 328 not expressly admitted herein.

329. Plaintiff Vonda Moreland asserts Count I and Counts III through VII as well as the following claim on behalf of herself and the Maryland Purchases Class:

Count XXXVIII -- Md. Code Ann., Commercial Law Article § 13-101 *et seq.*

and Md. Code Ann. Cts. & Jud. Proc. § 5-101

ANSWER: Manufacturer Defendants deny Paragraph 329 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 329 purports to bring claims on their own behalf and on behalf of the Maryland Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 329 not expressly admitted herein.

330. Plaintiff Cosimo Ferrante asserts Counts I through VII as well as the following claim on behalf of themselves and the Massachusetts Purchases Class:

Count XXXIX — Mass. Gen. Laws Ann. Ch. 260, § 5A and Ch. 93A § 9 —The Court dismissed this claim in its Order of March 9, 2022. (Docket No. 451).

ANSWER: Manufacturer Defendants deny Paragraph 330 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Counts

LV and XXXIX in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 330 purports to bring claims on their own behalf and on behalf of the Massachusetts Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 330 not expressly admitted herein.

331. Plaintiff Tom Karnatz asserts Counts I through VII on behalf of himself and the Montana Purchases Class.

ANSWER: Manufacturer Defendants deny Paragraph 331 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 331 purports to bring claims on their own behalf and on behalf of the Montana Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 331 not expressly admitted herein.

332. Plaintiff Jeff Jacobson assert Counts I through VII on behalf of himself and the Nevada Purchases Class:

ANSWER: Manufacturer Defendants deny Paragraph 332 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all

or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 332 purports to bring claims on their own behalf and on behalf of the Nevada Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 332 not expressly admitted herein.

333. Plaintiffs Alden Dill, Joseph Griffiths, Tim Towle, and Donald Ouelette assert Counts I through VII as well as the following claim on behalf of themselves and the New Hampshire Purchases Class:

Count XL -- N.H. Rev. Stat. Ann. § 508:4 and § 358-A:10

ANSWER: Manufacturer Defendants deny Paragraph 333 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 333 purport to bring claims on behalf of themselves and the New Hampshire Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 333 not expressly admitted herein.

334. Plaintiffs Jess Metzger and John Miller assert Count II as well as the following claim on behalf of themselves and the New Jersey Purchases Class:

Count XLI -- [N.J. Stat. Ann. § 58:8-1](#), *et seq.* and 56:8-19

ANSWER: Manufacturer Defendants deny Paragraph 334 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiffs named in Paragraph 334 purport to bring claims on behalf of themselves and the New Jersey Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of [Federal Rule of Civil Procedure 23](#), deny that class certification is appropriate, and deny all allegations in Paragraph 334 not expressly admitted herein. Answering further, Manufacturer Defendants deny Paragraph 334 to the extent it is inconsistent with Plaintiff Miller's deposition testimony on his representation and/or membership of the New Jersey class as alleged.

335. Plaintiff Dan Smith assert Counts I through VII as well as the following claim on behalf of himself and the Wyoming Purchases Class:

Count XLII -- Wyo. Stat. Ann. § 40-12-109 — The Court dismissed this claim in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Manufacturer Defendants deny Paragraph 335 to the extent that it is inconsistent with the Court's March 9, 2022 Orders, ECF Nos. 451-52, which dismissed all or part of Counts I-VII as to Plaintiffs from certain designated states, and dismissed Count LV in its entirety. The remaining allegations constitute a description of Plaintiffs' 5th ACC, to which no response is required. To the extent that a response is deemed required, Manufacturer Defendants admit that the Plaintiff named in Paragraph 335 purports to bring

claims on their own behalf and on behalf of the Wyoming Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 335 not expressly admitted herein.

COUNT I
Negligence

336. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

337. Defendants owed a duty of at least reasonable care to the purchasers of their 303 THF Products, including a duty to use reasonable care in the manufacture, sampling, testing, labeling and marketing of the finished 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 337.

338. Defendants breached this duty and were negligent by the acts and omissions alleged herein, including but not limited to:

- (a) Distributing and using misleading labeling information regarding the 303 THF Products' qualities and OEM specifications met by the products;
- (b) Failing to adequately warn and instruct purchasers about the true nature of the 303 THF Products and potential harm to equipment caused by use of the 303 THF Products in equipment for which it does not meet specifications;

- (c) Failing to adequately ensure the 303 THF Products manufactured and sold met or had an equivalency to the advertised specifications and/or were suitable for use as tractor hydraulic fluid;
- (d) Failing to utilize adequate testing and other controls to ensure the 303 THF Products met the advertised specifications and/or were suitable for use as tractor hydraulic fluid;
- (e) Using low quality base oil, inadequate additive content, flush oil, line wash, used transformer oil, used turbine oil, and/or other waste oil products containing motor oil components and other additives and contaminants that are never appropriate for use in a tractor hydraulic fluid.
- (f) Selling mixtures of flush oil, line wash, used transformer oil, used turbine oil, and/or other waste oil products containing motor oil components and other additives and contaminants as a tractor hydraulic fluid; and
- (g) Instituting and/or allowing careless and ineffective product manufacturing protocols.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 338.

339. As a result of Defendants' negligence, Defendants' 303 THF Products had contents and additives that varied, were unknown, were obsolete, did not possess the claimed protective characteristics, were not suitable for use as tractor hydraulic fluid and/or did not meet one or more of the manufacturers' specifications.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 339.

340. Defendants' negligence caused or contributed to cause injuries and damages to each Plaintiff and Class Member and caused each Plaintiff's and the Class Member's equipment to suffer harm and damage, including wear, damage and leakage in the seals, exposure to damage in the spiral gear in the drive, improper and poor shifting, wear and damage to the wet brakes, high pump leakage, and damage from deposits, sludging and thickening. Defendants' negligence also caused or contributed to cause each Plaintiff and the Class Member to overpay for a product that was worthless and/or worth much less than the sale price.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 340.

341. Defendants concealed any internal test data and the truth about the 303 THF Products at all relevant times during the class period. Accordingly, Defendants' misrepresentations and omissions, and the fact of injury to Plaintiffs and the Class, were not reasonably ascertainable to Plaintiffs or Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 341.

342. Plaintiffs and Class Members are thus entitled to an award of compensatory damages, prejudgment interest and post judgment interest.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 342.

343. Defendants' conduct was grossly negligent and showed a complete indifference to or conscious disregard of the rights of others, including Plaintiffs and Class Members, such that punitive damages are thus warranted.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 343.

COUNT II
Breach of Express Warranty

344. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

345. Each Plaintiff and Class Member purchased Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 354, and therefore deny the same.

346. As set forth above, Defendants made common statements of facts regarding quality and use in the name and on the label of the 303 THF Products.

ANSWER: Manufacturer Defendants deny that the labels of Super S Super Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil are common, or that the labels for each were common for the entire putative Class.

347. The common statements Defendants made in the name and on the label of the 303 THF Products were made to induce Plaintiffs and Class Members to purchase the 303 THF Products and/or were a material factor in inducing each Plaintiff and Class Member to purchase the 303 THF Products, and therefore became part of the basis of the benefit of the bargain and an express warranty.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 347.

348. As set forth above, the THF 303 Products did not conform to the statements of Defendants. As a result, each Plaintiff and the Class Member did not receive goods as warranted by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 348.

349. Defendants have received from each Plaintiff and/or other sources such as the MDA timely notification of the defects in their THF 303 Products. Warranty Notice was sent to Defendants, retailers and/or counsel for Defendants on the following dates:

- a. Alabama: Breach of warranty notice for Bryan Nelms was delivered to Defendants' counsel by email on August 30, 2020.
- b. Arkansas: Breach of warranty notice for William Anderson, Kyle Boyd Anderson, Alan Hargraves, Jeffery Harrison and Donald Snyder was delivered to Defendants' counsel by email on May 14, 2020.
- c. California: Breach of warranty notice for Jack Kimmich was mailed to Smitty's Supply, Inc. on August 27, 2019.
- d. Colorado: Breach of warranty notice for Ross Watermann was delivered to Defendants' counsel by email on June 15, 2020.
- e. Florida: Breach of warranty notice for Charles Strickland was delivered to Defendants' counsel by email on June 15, 2020.
- f. Illinois: Breach of warranty notice for Norman Fohne and Steve Burgdorf was delivered to Defendants' counsel by email on June 22, 2020, 2020.
- g. Indiana: Breach of warranty notice for Frank James was delivered to Defendants' counsel by email on March 18, 2020.
- h. Maryland: Breach of warranty notice for Vonda Moreland was delivered to Defendants' counsel by email on May 10, 2021.
- i. Michigan: Breach of warranty notice for Douglas Clough was delivered to Defendants' counsel by email on June 15, 2020.

- j. Minnesota: Breach of warranty notice for Joe Asfeld was delivered to Defendants' counsel by email on August 29, 2020.
- k. This paragraph has been intentionally left blank as it previously related to claims of putative Mississippi Class Representatives whose claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).
- l. Missouri: Breach of warranty notice for Gary Goodson was delivered on December 23, 2020 and for Mark Hazeltine was delivered on December 28, 2020, both to Defendants' counsel by email.
- m. Montana: Breach of warranty notice for Tom Karnatz was delivered to Defendants' counsel by email on May 10, 2021.
- n. Nebraska: Breach of warranty notice for Larry Wyatt Loeffler was delivered to Defendants' counsel by email on August 29, 2020.
- o. New Hampshire: Breach of warranty notice for Alden Dill, Joseph Griffiths, and Tom Towle was delivered to Defendants' counsel by email on May 10, 2021.
- p. New Mexico: Breach of warranty notice for Clyde Garduno was delivered to Defendants' counsel by email on May 10, 2021.
- q. New York: Breach of warranty notice for Sawyer Dean was delivered to Defendants' counsel by email on June 10, 2020.
- r. North Dakota: Breach of warranty notice for Trent Guthmiller and Brett Creger was delivered to Defendants' counsel by email on May 10, 2021.
- s. Ohio: Breach of warranty notice for Robert Gosche was delivered to Defendants' counsel by email on August 28, 2020.

- t. South Carolina: Breach of warranty notice for Mike Ping was delivered to Defendants' counsel by email on June 12, 2020.
- u. South Dakota: Breach of warranty notice for Patrick Gisi was delivered on August 30, 2020, for Curtis Horr on December 23, 2020, and for Leonard Saathoof on December 28, 2020, each to Defendants' counsel by email.
- v. Texas: Breach of warranty notice for Stanley Richardson was delivered on June 22, 2020 and for Daniel Denton was delivered on March 18, 2020, both to Defendants' counsel by email.
- w. Virginia: Breach of warranty notice for Cal Moore was delivered to Defendants' counsel by email on December 23, 2020.
- x. West Virginia: Breach of warranty notice for Clinton Curry and Roger Bias was delivered on August 30, 2020, both to Defendants' counsel by email.
- y. Wisconsin: Breach of warranty notice for Mike Hamm was delivered on June 22, 2020 and for Dale Wendt was delivered on August 29, 2020, both to Defendants' counsel by email.
- z. Wyoming: Breach of warranty notice for Dan Smith was delivered to Defendants' counsel by email on May 10, 2021.

ANSWER: Manufacturer Defendants admit to receiving correspondence from the Plaintiffs and the Missouri Department of Agriculture, Division of Weights and Measures. That correspondence speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations in Paragraph 349 to the extent those allegations are inconsistent with that correspondence. Manufacturer Defendants further deny any allegations in Paragraph 349 as to the legal effect of that correspondence to the extent that

such allegations conflict with governing statutory or common law. Answering further, the Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Gary Goodson, and therefore Manufacturer Defendants deny that Plaintiff Goodson is a properly named Plaintiff in this action. *See* ECF Nos. 826, 862.

350. The failure of the THF 303 Products to conform to the statements of Defendants has caused injury and damage to each Plaintiff and Class Member.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 350.

COUNT III
Breach of Implied Warranty of Merchantability

351. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

352. Defendants directly or indirectly sold the 303 THF Products to each Plaintiff and Class Member for use as described above.

ANSWER: Manufacturer Defendants object to Paragraph 352's use of the phrase "directly or indirectly," as vague and undefined. Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 352, and therefore deny the same.

353. As set forth above, at the time Defendants sold the 303 THF Products, the products were not fit for their ordinary use and the use described by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 353.

354. Each Plaintiff and Class Member used the 303 THF Products for their ordinary purpose and the use described by Defendants.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 354, and therefore deny the same.

355. Defendants have received from each Plaintiff and/or other sources such as the MDA timely notification of the defects in their 303 THF Products.

ANSWER: Manufacturer Defendants admit to receiving correspondence from the Plaintiffs and the Missouri Department of Agriculture, Division of Weights and Measures. That correspondence speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations in Paragraph 355 to the extent those allegations are inconsistent with that correspondence. Manufacturer Defendants further deny any allegations in Paragraph 355 as to the legal effect of that correspondence to the extent that such allegations conflict with governing statutory or common law.

356. The failure of the 303 THF Products to be fit for their ordinary purpose has caused injury and damage to each Plaintiff and Class Member.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 356.

COUNT IV

Breach of Implied Warranty of Fitness for Particular Purpose

357. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

358. Defendants directly or indirectly sold the 303 THF Products to each Plaintiff and Class Member for use as described above.

ANSWER: Manufacturer Defendants object to Paragraph 358's use of the phrase "directly or indirectly," as vague and undefined. Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid, and that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 358, and therefore deny the same.

359. As set forth above, at the time Defendants sold the 303 THF Products, the products were not fit for their particular purpose for use as universal hydraulic fluid for tractors and/or other equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 359.

360. Defendants knew or should have known of the uses for which the 303 THF Products were purchased.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 360.

361. Each Plaintiff and Class Member reasonably relied upon Defendants' judgment that the 303 THF Products were fit for use as universal hydraulic fluid for tractors and/or other equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 361.

362. Defendants have received from each Plaintiffs and/or other source such as the MDA timely notification of the defects in their 303 THF Products.

ANSWER: Manufacturer Defendants admit to receiving correspondence from the Plaintiffs and the Missouri Department of Agriculture, Division of Weights and Measures. That correspondence speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations in Paragraph 362 to the extent those allegations are inconsistent with that correspondence. Manufacturer Defendants further deny any allegations in Paragraph 362 as to the legal effect of that correspondence to the extent that such allegations conflict with governing statutory or common law.

363. The failure of the 303 THF Products to be fit for their particular purpose has caused injury and damage to each Plaintiff and Class Member.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 363.

COUNT V
Unjust Enrichment

364. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC Complaint as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

365. As a result of Defendants' deceptive, fraudulent, and misleading naming, labeling, advertising, marketing, and sales of the 303 THF Products, each Plaintiff and the Class Member purchased Defendants' 303 THF Products and conferred a benefit upon Defendants by purchasing obsolete, worthless and harmful fluid, which benefit Defendants appreciated and accepted.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 365.

366. Those benefits were obtained by Defendants under false pretenses because of Defendants' concealments, misrepresentations, and other deceptive, misleading, and unfair conduct relating to the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 366.

367. Defendants were enriched at the expense of each Plaintiff and Class Member through the payment of the purchase price for Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 367.

368. As a direct and proximate result of Defendants' wrongful conduct and unjust enrichment, each Plaintiff and Class Member have suffered damages in an amount to be determined at trial.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 368.

369. Under the circumstances, it would be against equity and good conscience to permit Defendants to retain the ill-gotten benefits that they received from each Plaintiffs and Class Member, in light of the fact that the 303 THF Products purchased by each Plaintiff and each Member of the Classes were not what Defendants represented them to be. Thus, it would be inequitable or unjust for Defendants to retain the benefit without restitution to each Plaintiff and each Member of the Classes for the monies paid for the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 369.

370. By reason of the foregoing, Defendants should be required to account for and disgorge all monies, profits, and gains which they have obtained at the expense of Plaintiffs and Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 370.

COUNT VI
Fraudulent Misrepresentation

371. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

372. Defendants made representations regarding their 303 THF Products, as set forth above, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and that the 303 THF Products provided certain qualities, results and benefits.

ANSWER: Manufacturer Defendants object to Paragraph 372's use of the phrase "as set forth above," as vague and undefined and relating to several possible allegations. Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil differed, and that the labels for each of those additionally varied by container type, container size, and/or date. Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil, and each version thereof, speaks for themselves and Manufacturer Defendants deny any allegations or characterizations in Paragraph 372 inconsistent with those labels. Manufacturer Defendants deny the remaining allegations in Paragraph 372.

373. Defendants' representations as set forth above, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and that the 303 THF Products provided certain qualities, results and benefits, and Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications, were false and made knowingly by Defendants, and were therefore fraudulent.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 373.

374. Defendants' representations as set forth above, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, and that the 303 THF Products met or had an equivalency to specifications, that the 303 THF Products provided certain qualities, results and benefits, and Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications, were made by each Defendant with the intent that Plaintiffs and other Class Members rely on such representations.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 374.

375. Defendants' representations as set forth above, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, that the 303 THF Products provided certain qualities, results and benefits, and Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications, were made by each Defendant despite knowing the representations were false at the time the representations were made, and/or without knowledge of the truth or falsity of the representations.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 375.

376. Defendants' representations were material to the purchase of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 376.

377. Each Plaintiff and Class Member relied on Defendants' representations, and such reliance was reasonable under the circumstances.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 377.

378. Defendants' conduct as set forth herein with regard to the name, labeling, marketing and sale of the 303 THF Products constitutes fraud on each Plaintiff and Class Member.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 378.

379. Each Plaintiff and Class Member has been economically damaged by Defendants' fraudulent conduct with regard to the marketing and sale of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 379.

380. As a direct and proximate result of Defendants' illegal conduct, each Plaintiff and Class Member has suffered ascertainable losses of money and other damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 380.

381. Defendants concealed any internal test data and the truth about the 303 THF Products at all relevant times during the class period. Accordingly, Defendants' misrepresentations and omissions, and the fact of injury to Plaintiffs and the Classes, were not reasonably ascertainable to Plaintiffs and Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 381.

382. Defendants' conduct as described herein was intentional and/or in reckless disregard for the rights of Plaintiffs and other Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 382.

383. Defendants' conduct is such that an award of punitive damages against each Defendant is appropriate.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 383.

COUNT VII
Negligent Misrepresentation

384. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

385. Defendants made representations regarding their 303 THF Products, as set forth above, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and that the 303 THF Products provided certain qualities, results and benefits.

ANSWER: Manufacturer Defendants object to Paragraph 385's use of the phrase "as set forth above," as vague and undefined and relating to several possible allegations. Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil differed, and that the labels for each of those additionally varied by container type, container size, and/or date. Manufacturer Defendants state that the labels for Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil, and each version thereof, speaks for themselves and Manufacturer Defendants deny any allegations or characterizations in Paragraph 385 inconsistent with those labels. Manufacturer Defendants deny the remaining allegations in Paragraph 385.

386. Such representations were made by Defendants with the intent that Plaintiffs and the Class Members rely on such representations in purchasing Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 386.

387. Such representations were material to each Plaintiff's and each Class Member's purchase of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 387.

388. Such representations were false.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 388.

389. Defendants failed to use ordinary care and were negligent in making and/or allowing to be made the representations set forth above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 389.

390. Each Plaintiff and Class Members relied on such representations and such reliance was reasonable under the circumstances.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 390.

391. Each Plaintiff and Class Member has been economically damaged by Defendants' negligent conduct with regard to the marketing and sale of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 391.

392. Defendants concealed any internal test data and the truth about the 303 THF Products at all relevant times during the class period. Accordingly, Defendants' misrepresentations and omissions, and the fact of injury were not reasonably ascertainable to Plaintiffs and the Classes.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 392.

393. As a direct and proximate result of Defendants' negligent conduct, each Plaintiff and Class Member has suffered ascertainable losses of money.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 393.

394. Defendants concealed any internal test data and the truth about the 303 THF Products at all relevant times during the class period. Accordingly, Defendants' misrepresentations and omissions, and the fact of injury to Plaintiffs and the Classes, were not reasonably ascertainable to Plaintiffs and Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 394.

395. Defendants' conduct as described herein was intentional and/or in reckless disregard for the rights of Plaintiffs and other Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 395.

396. Defendants' conduct is such that an award of punitive damages against each Defendant is appropriate.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 396.

COUNT VIII
Violation of Arkansas Deceptive Trade Practices Act

397. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

398. The Arkansas Deceptive Trade Practices Act, § 4-88-101, et. seq. (the "Act"), prohibits unfair or deceptive acts or practices in connection with a consumer transaction. For example, the Act prohibits suppliers from representing that goods have characteristics or uses or benefits which they do not have. The Act also prohibits suppliers from representing that their products or goods are of a particular standard, quality, or grade they are not; that the products or goods have been supplied in accordance with a previous representation, if they have not; and that the transaction involves a warranty, rights, remedies, or obligations if that representation is false.

ANSWER: Paragraph 398 purports to characterize the Arkansas Deceptive Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 398 to the extent they are inconsistent with that statute.

399. Defendants' actions as described throughout this 5th ACC violate the Act, specifically [A.C.A. §§ 4-88-107\(a\)\(1\), \(a\)\(3\), and \(a\)\(10\)](#); as well as the provisions found in [A.C.A. § 4-88-108\(a\)\(1\)](#) and [\(a\)\(2\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 399.

400. Defendants have violated (and continue to violate) each one of these provisions by misrepresenting that the 303 THF Products have or had certain characteristics, are or were of a particular standard, quality, or grade, and committed and continue to commit various other acts of deception, false pretense, false promise, or misrepresentations in connection with consumer transactions, including, among other things:

- (a) Manufacturing, selling and/or distributing 303 THF Products that fail to meet product specifications as generally understood in the industry;
- (b) Manufacturing, importing, selling and/or distributing 303 THF Products that fail to comply with all applicable laws and regulations; and
- (c) Making false and misleading statements and omitting to disclose material information regarding defects in their 303 THF Products including, without limitation, the representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and that the 303 THF Products provided certain qualities, results and benefits.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 400.

401. Plaintiffs and members of the Arkansas Class have suffered actual financial loss as a result of Defendants' misconduct as alleged herein. Plaintiffs and other members of the Arkansas Class paid for defective products based on their reliance on Defendants' representations that the

303 THF Products were fit for their intended use as found on Defendants' packaging, in their advertising and marketing materials, and/or other publicly available information.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 401.

402. Accordingly, Plaintiffs and the members of the Arkansas Class are entitled to recover their damages, attorneys' fees, and punitive damages pursuant to [A.C.A. § 4-88-113](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 402.

COUNT IX
Violation of the California Unfair Competition Law
California Civil Code §17200 et seq.

403. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

404. This Count is brought on behalf of the entire California Class.

ANSWER: Manufacturer Defendants admit that the Plaintiffs purport to bring this claim on behalf of the California Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of [Federal Rule of Civil Procedure 23](#), deny that class certification is appropriate, and deny all allegations in Paragraph 404 not expressly admitted herein.

405. The UCL prohibits any "unlawful," "fraudulent," or "unfair" business act or practice and any false or misleading advertising. Cal. Bus. Prof. Code §17200.

ANSWER: Paragraph 405 purports to characterize California's Unfair Competition Law. That statute speaks for itself and is the best evidence of its contents. Manufacturer

Defendants deny the allegations of Paragraph 405 to the extent they are inconsistent with that statute.

406. Defendants' business acts and practices complained of herein were centered in, emanated from and were carried out, effectuated and perfected in the United States and from within the State of California.

ANSWER: Manufacturer Defendants object to the phrase "business acts and practices complained of herein" as vague and undefined. Manufacturer Defendants deny the allegations in Paragraph 406.

407. Beginning in at least December 2013, Defendants committed acts of unfair competition, as defined by [California Business and Professions Code § 17200 et seq.](#), by engaging in the acts and practices specified herein.

ANSWER: Manufacturer Defendants object to the phrase "acts and practices specified herein" as vague and undefined. Manufacturer Defendants deny the allegations in Paragraph 407.

408. Defendants engaged in "unfair" and deceptive business acts and practices by, among other things, marketing, distributing, and/or selling 303 THF Products, ostensibly under and pursuant to California law while, in truth, intending to commit and in fact committing wholesale violations of California law, including the False Advertising act, the Consumer Legal Remedies Act, and other violations relating to the misleading labelling of 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 408.

409. Plaintiffs and all members of the California Class were harmed by Defendants' aforementioned unlawful unfair and fraudulent business acts and practices occurring in the State of California. As alleged herein, Plaintiffs have been victimized by, and have suffered injury in

fact and lost money or property as a result of, Defendants' conduct associated with the distribution, marketing, and sale of 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 409.

410. Defendants' actions and practices, as alleged in this 5th ACC, were unfair, deceptive, misleading and likely to deceive the consuming public within the meaning of Business & Professions Code § 17200 *et seq.*

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 410.

411. As stated in this 5th ACC, Defendants' violations of consumer protection laws and their unfair competition resulted in harm to consumers that is ongoing. Defendants' acts constitute violations of the unfair prong of Business & Professions Code § 17200 *et seq.*

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 411.

412. There were reasonably available alternatives to further Defendants' legitimate business interests, other than the conduct described herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 412.

413. As a result of their deception, Defendants have been able to reap unjust revenue and profit.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 413.

414. Plaintiffs, on behalf of themselves and all other California Class Members, seek restitution and disgorgement of all money obtained from Plaintiffs and the members of the Class collected as a result of Defendants' misconduct and injunctive relief in the form of an order prohibiting Defendants from undertaking such practices in the future and requiring Defendants to engage in and undertake corrective measures, and all such other and further relief this Court deems appropriate, consistent with Business & Professions Code §17203.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 414. Manufacturer Defendants deny that Plaintiffs are entitled to such relief, including class certification. Manufacturer Defendants deny Paragraph 414 to the extent that it is inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants further deny all remaining allegations in Paragraph 414.

COUNT X
False and Misleading Advertising in Violation of California Business & Professions Code §17500 et seq.

415. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

416. This Count is brought on behalf of the entire California Class.

ANSWER: Manufacturer Defendants admit that the Plaintiffs purport to bring this claim on behalf of the California Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 416 not expressly admitted herein.

417. Throughout the period during which they have marketed, distributed, and/or sold 303 THF Products, Defendants engaged in unlawful and/or fraudulent conduct under California Business & Professions Code §§ 17500, et seq., by engaging in the sale of 303 THF Products based on publicly disseminated advertisements, and terms and conditions that Defendants knew or reasonably should have known were unfair, deceptive, untrue and/or misleading. Defendants

committed such violations of the False Advertising Law with actual knowledge or knowledge fairly implied on the basis of objective circumstances.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 417.

418. Defendants' advertisements, representations, and labeling as described herein were designed to, and did, result in the purchase and use of the 303 THF Products and Defendants profited from the sales of these products to unwary consumers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 418.

419. As a direct result of Defendants' violations, Plaintiffs and the California Class Members suffered injury in fact and lost money.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 419.

420. Accordingly, Plaintiffs, on behalf of themselves and all other California Class Members, seek restitution and injunctive relief against Defendants in the form of an order prohibiting Defendants from engaging in the alleged misconduct described herein, and other relief as specifically prayed for herein.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 420. Manufacturer Defendants deny that Plaintiffs are entitled to such relief, including class certification. Manufacturer Defendants deny Paragraph 420 to the extent that it is inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants further deny all remaining allegations in Paragraph 420.

COUNT XI
**Violation of the Consumers Legal Remedies Act,
California Civil Code §1750 et seq.**

421. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

422. This Count is brought on behalf of California Class Members who purchased 303 THF Products for personal, family, or household use.

ANSWER: Manufacturer Defendants admit that the Plaintiffs purport to bring this claim on behalf of the California Class Members who purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil for personal, family, or household use. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 422 not expressly admitted herein.

423. Defendants are “persons” within the meaning of California Civil Code §§ 1761(c) and 1770, and Defendants provide “goods” within the meaning of Civil Code §§ 1761(a) and 1770. Defendants’ customers, including Plaintiffs and California Class Members, are “consumers” within the meaning of Civil Code §§ 1761(d) and 1770. Each purchase of Defendants’ 303 THF Products by Plaintiff and each California Class Member as alleged herein constitutes a “transaction” within the meaning of Civil Code §§ 1761(e) and 1770. Each California Class Member purchased goods from Defendants that was primarily for personal, family, or household purposes.

ANSWER: Paragraph 423 states legal conclusions to which no response is required.

To the extent a response is required, Manufacturer Defendants deny the allegations in Paragraph 423.

424. The Consumer Legal Remedies Act makes it unlawful for a company to:

- (a) Misrepresent the certification of goods. [Cal. Civ. Code § 1770\(a\)\(2\)\(3\)](#);
- (b) Represent that goods have characteristics or approval that they do not have. Cal. Civ. Code § 1770(a)(5);
- (c) Represent that goods are of a particular standard, quality, or grade, if they are of another. [Cal. Civ. Code § 1770\(a\)\(7\)](#);
- (d) Advertise goods with intent not to sell them as advertised. Cal. Civ. Code § 1770(a)(9); and,
- (e) Represent that the subject of a transaction has been supplied in accordance with a previous representation when it has not. [Cal. Civ. Code § 1770\(a\)\(16\)](#).

ANSWER: Paragraph 424 purports to characterize California's Consumer Legal Remedies Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 424 to the extent they are inconsistent with that statute.

425. Defendants' conduct that violated and continues to violate the CLRA includes, without limitation, deceptively representing that 303 THF Products meet or have an equivalency to the obsolete and non-existent "303" designation, meet or have an equivalency to the other obsolete J14B and J20A specifications, and/or provide the other advertised benefits and are suitable for use as a tractor hydraulic fluid. This was deceptive because Defendants did not possess generally accepted data to substantiate the claims on the product labels and because there is no

known “303” specification and there is no way for manufacturers, sellers, or anyone else to truthfully claim the products meet or are in compliance with any such specification.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 425.

426. Defendants violated the CLRA by representing that 303 THF Products provided the benefits listed on the label, were suitable for use as a tractor hydraulic fluid and/or met or had an equivalency to the “303 designation,” as described above when it knew, or should have known, that the representations and advertisements were unsubstantiated, false and misleading.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 426.

427. Throughout the period during which they have marketed, distributed, or sold and offered for sale 303 THF Products, Defendants violated and continue to violate the above-mentioned provisions.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 427.

428. As a direct and proximate result of Defendants’ violations, Plaintiff Kimmich and California Class Members have suffered and are continuing to suffer harm.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 428.

429. Defendants’ wrongful business practices constituted, and constitute, a continuing course of conduct in violation of the CLRA because Defendants are continuing to engage in the practices complained of herein and which have injured Plaintiffs and California Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 429.

430. Pursuant to §1782 of the CLRA, by letters dated September 13, 2019, counsel for Plaintiff Kimmich notified Defendants in writing by certified mail of the particular violations of §1770 of the CLRA and demanded that Defendants rectify the problems associated with the actions

detailed above and give notice to all affected consumers of its intent to so act. Copies of the letters are attached hereto as “Exhibit A.”

ANSWER: Manufacturer Defendants admit to receiving correspondence from counsel for Plaintiff Kimmich. That correspondence speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations in Paragraph 430 to the extent those allegations are inconsistent with that correspondence. Manufacturer Defendants further deny any allegations in Paragraph 430 as to the legal effect of that correspondence to the extent that such allegations conflict with governing statutory or common law.

431. Plaintiff Kimmich, on behalf of himself and other California Class Members similarly situated, seeks a court order enjoining the above-described wrongful acts and practices of Defendants and further seek an order and awards for restitution, disgorgement, and for such other relief, including attorneys’ fees and costs, as provided in Civil Code § 1780 and the Prayer for Relief.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 431. Manufacturer Defendants deny that Plaintiffs are entitled to such relief, including class certification, and further deny all remaining allegations in Paragraph 431.

COUNT XII
Violation of the Colorado Consumer Protection Act,
Colo. Rev. Stat. § 6-1-101, *et seq.*

432. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

433. Defendants are designers, manufacturers, promoters, marketers, developers, sellers, and/or distributors of the harmful 303 THF Products.

ANSWER: Manufacturer Defendants admit that Smitty's manufactured, marketed, developed, distributed, and sold Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid and that CAM2 manufactured, marketed, developed, distributed, and sold CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants deny the remaining allegations in Paragraph 433.

434. Defendants sold the harmful 303 THF Products in Colorado and throughout the United States during the Class Period.

ANSWER: Manufacturer Defendants admit that Smitty's sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid at different points during the alleged Class Period and that retailers could lawfully sell those products in the State of Colorado. Manufacturer Defendants admit that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil at different points during the alleged Class Period, and that retailers could lawfully sell those products in the State of Colorado. Manufacturer Defendants deny the remaining allegations in Paragraph 434.

435. Defendants knew or should have known that the 303 THF Products caused their customers, in reasonable probability, to be deceived.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 435.

436. Defendants have violated the Colorado Deceptive Trade Practice Act, Sec. 6-1-105. In selling the 303 THF Products at issue to Plaintiffs and the Members of the Colorado Class, Defendants have used deception, fraud, false pretense, misrepresentation or the concealment, suppression or omission of material facts, either expressly or by implication, by the representations

and concealment set forth herein, including, without limitation, representing that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and that the 303 THF Products provided certain qualities, results and benefits, and through Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 436.

437. Defendants intentionally and knowingly used deception, false pretense, false promise, misrepresentation and/or concealment of material facts regarding the harmful 303 THF Products with intent to mislead Plaintiffs and Members of the Colorado Class.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 437.

438. As a result of Defendants' unlawful business practices, Plaintiffs and the Members of the Colorado Class are entitled to an order enjoining such future conduct and to such other orders and judgments which may be necessary to disgorge Defendants' ill-gotten gains and to restore to Plaintiffs and Colorado Class Members any money paid for the harmful 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 438.

439. Plaintiffs have standing to pursue this claim as each has suffered actual economic damages as a proximate result of Defendants' actions set forth herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 439.

COUNT XIII

**Violation of the Connecticut Consumer Protection Act,
Conn. Gen. Stat. § 42-110g, et seq.**

440. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

441. Defendants are each a “person” as defined by [Conn. Gen. Stat. § 42-110a\(3\)](#).

ANSWER: Paragraph 441 purports to characterize [Conn. Gen. Stat. § 42-110a\(3\)](#). That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 441 to the extent they are inconsistent with that statute.

442. Defendants are engaged in “trade” or “commerce” as those terms are defined by [Conn. Gen. Stat. § 42-110a\(4\)](#).

ANSWER: Paragraph 442 purports to characterize [Conn. Gen. Stat. § 42-110a\(4\)](#). That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 442 to the extent they are inconsistent with that statute.

443. Plaintiffs have sent notice to the Attorney General and Commissioner of Consumer Protection pursuant to [Conn. Gen. Stat. § 42-110g\(c\)](#). Plaintiffs will provide a file-stamped copy of this 5th ACC to the Attorney General and Commissioner of Consumer Protection.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 443, and therefore deny the same.

444. Defendants advertised, offered, or sold goods or services in Connecticut, and engaged in trade or commerce directly or indirectly affecting the people of Connecticut.

ANSWER: Manufacturer Defendants admit that Smitty’s sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid at different points during

the alleged Class Period and that retailers could lawfully sell those products in the State of Connecticut. Manufacturer Defendants admit that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil at different points during the alleged Class Period, and that retailers could lawfully sell those products in the State of Connecticut. Manufacturer Defendants deny the remaining allegations in Paragraph 444.

445. Defendants engaged in deceptive acts and practices and unfair acts and practices in the conduct of trade or commerce, in violation of [Conn. Gen. Stat. § 42-110b](#), by misrepresenting Defendants' 303 THF Products, concealing the 303 THF Products' defects, concealing the risks associated with use of Defendants' 303 THF Products, and also concealing and misrepresenting the true nature of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 445.

446. As a direct and proximate result of Defendants' deceptive acts and practices, Plaintiff Carusillo and the Connecticut Class Members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing Defendants' 303 THF Products, and increased time and expense in dealing with the damages from the use of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 446.

447. Defendants' deceptive acts and practices caused substantial, ascertainable injury to Plaintiff Carusillo and the Connecticut Class Members, which they could not reasonably avoid, and which outweighed any benefits to consumers or to competition.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 447.

448. Defendants' violations of Connecticut law were done with reckless indifference to the Plaintiff Carusillo and the Connecticut Class Members or were done with an intentional or wanton violation of those rights.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 448.

449. Plaintiff Carusillo and the Connecticut Class Members request damages in an amount to be determined at trial, including statutory and common law damages, attorneys' fees, and punitive damages.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 449. Manufacturer Defendants deny that Plaintiffs are entitled to such relief, including class certification, and further deny all remaining allegations in Paragraph 449.

COUNT XIV
Violation of the Florida Deceptive and Unfair Trade Practices Act,
Fla. Stat. § 501.201, *et seq.*

450. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

451. Violation No. 1 — Deceptive Acts or Practices. Plaintiffs and the Florida Class Members are “consumers” within the meaning of Part II of Chapter 501, Florida Statutes, relating to Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”).

ANSWER: Paragraph 451 purports to characterize Florida’s Deceptive and Unfair Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 451 to the extent they are inconsistent with that statute.

452. Defendants each qualify as a “person” or “entity” as used in the FDUTPA.

ANSWER: Paragraph 452 purports to characterize Florida’s Deceptive and Unfair Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 452 to the extent they are inconsistent with that statute.

453. Pursuant to the FDUTPA, unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

ANSWER: Paragraph 453 purports to characterize Florida’s Deceptive and Unfair Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 453 to the extent they are inconsistent with that statute.

454. As set forth above, Defendants have, in the course of trade or commerce, engaged in unconscionable, unfair and/or deceptive acts or practices harming Plaintiffs and Members of the Florida Class, as described herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 454.

455. Plaintiffs and Members of the Florida Class purchased the 303 THF Products as part of a consumer transaction.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 455, and therefore deny the same.

456. Defendants engaged in deceptive conduct in violation of FDUTPA when they made representations and/or omissions regarding the usability and suitability of the 303 THF Products

that are likely to mislead consumers acting reasonably under the circumstances, to the consumer's detriment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 456.

457. In selling the 303 THF Products at issue to Plaintiffs and the Members of the Florida Class, Defendants have used deception, fraud, false pretense, misrepresentation or the concealment, suppression or omission of material facts, either expressly or by implication, by the representations and concealment set forth herein, including, without limitation, representing that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and that the 303 THF Products provided certain qualities, results and benefits, and through Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 457.

458. Defendants had a duty to disclose the material characteristics of their 303 THF Products because they (i) knew about these characteristics at the time that Plaintiffs and other Florida Class Members purchased Defendants' 303 THF Products; (ii) had exclusive knowledge of material facts that were not known to Plaintiffs and other Florida Class Members; and (iii) made representations regarding the 303 THF Products without adequately disclosing that their 303 THF Products were not suitable for use as tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 458.

459. Reasonable consumers would, as a result of Defendants' misrepresentations and omissions, be misled and believe that the 303 THF Products were suitable for use as tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 459.

460. It is highly probable that these representations and omissions are likely to cause injury to a reasonable consumer, and Defendants' misrepresentations and omissions are likely to mislead consumers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 460.

461. As a direct and proximate result of Defendants' deceptive conduct, Plaintiffs and other Florida Class Members have suffered damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 461.

462. Plaintiffs and the Florida Class Members have been injured in their property by reason of Defendants' deceptive acts alleged herein. The injury consists of purchasing a worthless product that they would not have paid for in the absence of the deceptive acts, as well as the damage done to tractors and other equipment. This injury is of the type that [Fla. Stat. § 501.201](#), et. seq. was designed to prevent and directly results from Defendants' deceptive and unlawful conduct.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 462.

463. In addition to actual damages, Plaintiffs and the Florida Class Members are entitled to declaratory and injunctive relief as well as reasonable attorneys' fees and costs pursuant to [Fla. Stat. § 501.201](#), et seq.

ANSWER: Manufacturer Defendants deny Paragraph 463 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny the remaining allegations in Paragraph 463.

464. Violation No. 2 — Unfair Acts or Practices. Defendants further violated FDUTPA by engaging in unfair practices against Plaintiff Strickland and the Florida Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 464.

465. Given the unsuitability of Defendants' 303 THF Products for use as tractor hydraulic fluid, Defendants' sale of the 303 THF Products, especially accompanied by misrepresentations and omissions as described herein, is a practice that is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers. Defendants have been preying on consumers of their 303 THF Products, deceiving them into paying for an unsuitable product.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 465.
Answering further, Manufacturer Defendants deny that Plaintiff Charles Strickland is a properly named Plaintiff in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiff Strickland.

466. The practices described herein also offend established public policy regarding the protection of consumers against companies, like Defendants, who engage in unfair methods of competition.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 466.

467. Defendants' conduct, which caused substantial injury to Plaintiffs and the Florida Class Members, could have been avoided and is not outweighed by countervailing benefits to any consumers or competitors.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 467.

468. Defendants' business acts and practices are also unfair because they have caused harm and injury-in-fact to Plaintiffs and Class Members and for which Defendants have no justification other than to increase, beyond what Defendants would have otherwise realized, their market share and revenue from the sale of 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 468.

469. Defendants' conduct lacks reasonable and legitimate justification. Defendants have benefited from such conduct and practices while Plaintiffs and Florida Class Members have been misled as to the nature, suitability, and integrity of the 303 THF Products and have lost money, including the purchase price of the 303 THF Products and the costs of common repairs.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 469.

470. In addition, Defendants' *modus operandi* constitutes an unfair practice in that Defendants knew and should have known that consumers care about maintaining their tractors and equipment but are unlikely to be aware of and/or able to detect the means by which Defendants were conducting themselves in a manner adverse to their commitments and their customers' interests.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 470.

471. While Defendants conveyed the impression to reasonable consumers that their 303 THF Products were safe to use in their tractors and other equipment, in actuality, their 303 THF Products were not suitable for use as tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 471.

472. The practices complained of herein are not limited to a single instance but are done pervasively and uniformly at all times against Plaintiffs and the Florida Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 472.

473. As a direct and proximate result of Defendants' unfair conduct, Plaintiffs and the Florida Class Members have suffered damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 473.

474. Plaintiffs and Florida Class Members have been injured in their property by reason of Defendants' unfair acts alleged herein. The injury consists of purchasing a worthless product

that they would not have paid for in the absence of the deceptive acts, as well as the damage done to tractors and other equipment. This injury is of the type that [Fla. Stat. § 501.201](#), et. seq. was designed to prevent and directly results from Defendants' deceptive and unlawful conduct.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 474.

475. In addition to actual damages, Plaintiffs and the Florida Class Members are entitled to declaratory and injunctive relief as well as reasonable attorneys' fees and costs pursuant to [Fla. Stat. § 501.201](#), et seq.

ANSWER: Manufacturer Defendants deny Paragraph 475 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny the remaining allegations in Paragraph 475.

476. **Violation No. 3 — Unlawful Conduct Premised on MAL.** Defendants further violated FDUTPA by violating a "statute ... which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices." [Fla. Stat. 501.203\(3\)\(c\)](#). Here, Defendants violated Florida's Misleading Advertising Law ([Fla. Stat. 817.41](#)), as described below.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 476.

477. Defendants' misrepresentations, omissions, deceptive acts, unfair practices, and/or violations of other rules or statutes, as described herein as violating FDUTPA, would deceive an objectively reasonable consumer.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 477.

478. As a result of Defendants' misrepresentations, omissions, deceptive acts, unfair practices, and/or violations of other rules or statutes, Plaintiffs and Florida Class Members have suffered actual damages by losing money and by common damage to equipment. Defendants' 303 THF Products were worthless and thus Plaintiffs and the Florida Class Members' damages are the

purchase price of the product. Defendants 303 THF Products were also commonly harmful to equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 478.

479. As a result of these FDUTPA violations, Plaintiffs and Florida Class Members are entitled to actual damages, attorneys' fees, costs, declaratory relief, and injunctive relief.

ANSWER: Manufacturer Defendants deny Paragraph 479 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny the remaining allegations in Paragraph 479.

COUNT XV
Violation of the Florida Misleading Advertising Law,
Fla. Stat. § 817.41, et seq.

480. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

481. Through the misrepresentations and omissions made on Defendants' product labels regarding the suitability of Defendants' 303 THF Products for use as tractor hydraulic fluid, Defendants unlawfully disseminated or caused to be made misleading advertisements in Florida, in violation of Fla. Stat. 817.41.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 481.

482. Defendants' misleading labels and advertising is described above and throughout this 5th ACC.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 482.

483. The misrepresentations and omissions as to the suitability of Defendants' 303 THF Products for use as tractor hydraulic fluid are material to Plaintiffs, the Florida Class Members, and average consumers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 483.

484. Defendants knew or should have known (through the exercise of reasonable care or investigation) that the advertisements were false, untrue, or misleading.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 484.

485. Defendants' misrepresentations and omissions were designed and intended, either directly or indirectly, for obtaining money from Plaintiffs and the Florida Class Members under false pretenses by inducing them to purchase Defendants' 303 THF Products. Defendants intended that the representations would induce Plaintiffs and the Florida Class Members to rely upon it and purchase Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 485.

486. Plaintiffs and the Florida Class Members relied to their detriment on Defendants' false advertising, by purchasing Defendants' 303 THF Products that they would not otherwise (but for the false advertising) have purchased.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 486.

487. Pursuant to [Fla. Stat. 817.41](#), Plaintiffs and the Florida Class Members are entitled to costs, reasonable attorney's fees, actual damages, and punitive damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 487.

488. Punitive damages are appropriate here, given that Defendants knowingly misled consumers, including Plaintiffs and the Florida Class Members, and engaged in the willful, wanton, and/or reckless conduct described herein. Here, Defendants engaged in intentional

conduct (or alternatively, gross negligence) as to the misrepresentations and omissions concerning the suitability of the 303 THF Products for use as tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 488.

COUNT XVI

**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act,
815 ILCS 505/1, *et seq.***

489. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

490. Plaintiffs and Illinois Class Members are “persons” and “consumers” under the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1 (c) and (e).

ANSWER: Paragraph 490 purports to characterize Illinois’ Consumer Fraud and Deceptive Business Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 490 to the extent they are inconsistent with that statute. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 490, and therefore deny the same.

491. Defendants engaged in “trade” or “commerce” within the meaning of the ICFA, 815 ILCS 505/1 (f).

ANSWER: Paragraph 491 purports to characterize Illinois’ Consumer Fraud and Deceptive Business Practices Act. That statute speaks for itself and is the best evidence of its

contents. Manufacturer Defendants deny the allegations of Paragraph 491 to the extent they are inconsistent with that statute.

492. Section 2 of the ICFA provides, in pertinent part:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment or any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damages thereby.”

ANSWER: Paragraph 492 purports to characterize Illinois’ Consumer Fraud and Deceptive Business Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 492 to the extent they are inconsistent with that statute.

493. Defendants sold the obsolete and harmful THF Products in Illinois and throughout the United States during the Class Period.

ANSWER: Manufacturer Defendants admit that Smitty’s sold Super S Super Trac Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid at different points during the alleged Class Period and that retailers could lawfully sell those products in the State of Illinois. Manufacturer Defendants admit that CAM2 sold CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil at different points during the alleged Class Period, and that retailers could lawfully sell those products in the State of Illinois. Manufacturer Defendants deny the remaining allegations in Paragraph 493.

494. Defendants’ sales of the THF Products meet the definition of “sale” within the meaning of the ICFA, 815 ILCS 505/1 (d). Defendants’ THF Products at issue meet the definition of “merchandise” for purposes of the ICFA, 815 ILCS 505/1 (b).

ANSWER: Paragraph 494 purports to characterize Illinois' Consumer Fraud and Deceptive Business Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 494 to the extent they are inconsistent with that statute.

495. In selling their THF Products and by virtue of the conduct set forth above, Defendants have used deception, fraud, false pretense, misrepresentation or the concealment, suppression or omission of material facts, either expressly or by implication.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 495.

496. Defendants intentionally and knowingly used deception, false pretense, false promise, misrepresentation and/or concealment of material facts regarding the 303 THF Products with intent to mislead Plaintiffs and all Illinois Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 496.

497. At all times material hereto, it was reasonably foreseeable that Plaintiffs and others similarly situated, would rely on the false and fraudulent statements made by Defendants. Said reliance has caused Plaintiffs and others similarly situated, to be damaged.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 497.

498. The actions of Defendants were done willfully, intentionally and with reckless disregard for harm that would be caused to Plaintiffs and others similarly situated, and Defendants' conduct warrants imposition of exemplary damages to deter Defendants, and others in similar circumstances, from committing such actions in the future.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 498.

499. In addition, as a result of Defendants' unlawful, unfair and deceptive business practices, Plaintiffs and Illinois Class Members, pursuant to 815 ILCS 505/1 (a), are entitled to an

order enjoining such future conduct and such other orders and judgments which may be necessary to disgorge Defendants' ill-gotten gains and to restore Plaintiffs and Illinois Class Members any money paid for the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 499.

500. Plaintiffs have standing to pursue this claim as each has suffered actual economic damage as a proximate result of Defendants' actions as set forth herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 500.

501. An award of punitive damages is also appropriate.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 501.

COUNT XVII
Violation of the Indiana Consumer Protection Act,
Ind. Code § 24-5-0.5-1, et seq.

502. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

503. Defendants are each a "person" as defined by Ind. Code § 24-5-0.5-2(a)(2). Defendants are also each a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3) because each regularly engages in or solicits "consumer transactions" within the meaning of Ind. Code § 24-5-0.5-2(a)(3)(A).

ANSWER: Paragraph 503 purports to characterize Indiana's Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 503 to the extent they are inconsistent with that statute.

504. Defendants engaged in unfair, abusive, and deceptive acts, omissions, and practices in connection with consumer transactions, in violation of [Ind. Code § 24-5-0.5-3\(a\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 504.

505. Defendants' acts and practices were unfair because they caused or were likely to cause substantial injury to consumers which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition. The injury to consumers was and is substantial because it was non-trivial and non-speculative, and it involved a monetary injury. The injury to consumers was substantial not only because it inflicted harm on a significant number of consumers, but also because it inflicted a significant amount of harm on each consumer.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 505.

506. Defendants' acts and practices were "abusive" for numerous reasons: (a) because they materially interfered with consumers' ability to understand a term or condition in a consumer transaction, interfering with consumers' decision-making; (b) because they took unreasonable advantage of consumers' lack of understanding about material risks and costs; (c) because they took unreasonable advantage of consumers' inability to protect their own interests based on consumers lack of complete information; and, (d) because they took unreasonable advantage of consumers' reasonable reliance that Defendants were providing truthful and accurate information.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 506.

507. Defendants also engaged in "deceptive" acts and practices in violation of [Ind. Code § 24-5-0.5-3\(a\)](#) and [§ 24-5-0.5-3\(b\)](#) by: (a) misrepresenting that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have; and, (b)

misrepresenting that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 507.

508. Defendants' representations and omissions were material because they were likely to deceive reasonable consumers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 508.

509. Defendants received notice pursuant to [Ind. Code § 24-5-0.5-5\(a\)](#) concerning their wrongful conduct as alleged herein by Plaintiffs and the Indiana Class Members. Defendants' conduct includes incurable deceptive acts that Defendants engaged in as part of a scheme, artifice, or device with intent to defraud or mislead, under [Ind. Code § 24-5-0.5-2\(a\)\(2\)\(a\)\(8\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 509 as to the legal effect of the correspondence received to the extent that such allegations conflict with governing statutory or common law. Manufacturer Defendants deny the remaining allegations in Paragraph 509.

510. As a direct and proximate result of Defendants' uncured or incurable unfair, abusive, and deceptive acts or practices, Plaintiffs and the Indiana Class Members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing Defendants' 303 THF Products and from the damage being done to tractors and equipment by Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 510.

511. Defendants' violations present a continuing risk to Plaintiffs and the Indiana Class Members as well as to the general public.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 511.

512. Plaintiffs and the Indiana Class Members seek all monetary and non-monetary relief allowed by law, including the greater of actual damages of \$500 for each non-willful violation; the greater of treble damages or \$1,000 for each willful violation; restitution; reasonable attorneys' fees and costs; injunctive relief; and punitive damages.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 512. Manufacturer Defendants deny Paragraph 512 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny that Plaintiffs are entitled to relief, including class certification, and further deny all remaining allegations in Paragraph 512.

COUNT XVIII
Violation of the Kansas Consumer Protection Act,
K.S.A. § 50-623, et seq.

513. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

514. The Kansas Consumer Protection Act ("KCPA), K.S.A. § 50-623 et seq., prohibits deceptive and unconscionable acts and practices in connection with consumer transactions.

ANSWER: Paragraph 514 purports to characterize Kansas' Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer

Defendants deny the allegations of Paragraph 514 to the extent they are inconsistent with that statute.

515. Plaintiffs and the Kansas Class Members are “consumers” and “persons” for purposes of the KCPA, [K.S.A. §50-624\(b\)](#) and [\(i\)](#).

ANSWER: Paragraph 515 purports to characterize Kansas’ Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 515 to the extent they are inconsistent with that statute.

516. Defendants are each a “supplier” as defined by [K.S.A. § 50-624\(1\)](#).

ANSWER: Paragraph 516 purports to characterize Kansas’ Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 516 to the extent they are inconsistent with that statute.

517. The purchase of Defendants’ 303 THF Products was and is a “consumer transaction” as defined by [K.S.A. § 50-624\(c\)](#).

ANSWER: Paragraph 517 purports to characterize Kansas’ Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 517 to the extent they are inconsistent with that statute.

518. Under the KCPA, Defendants have a statutory duty to refrain from both “deceptive acts and practices” and “unconscionable acts and practices.”

ANSWER: Paragraph 518 purports to characterize Kansas’ Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer

Defendants deny the allegations of Paragraph 518 to the extent they are inconsistent with that statute.

519. Defendants engaged in deceptive and unconscionable acts and practices, including, but not limited to, the use of deception, fraud, false pretense, false promise, misrepresentation, unfair practice and the concealment, suppression, or omission of material facts in connection with the sale or advertisement of their 303 THF Products in trade or commerce in the State of Kansas and throughout the United States.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 519.

520. Defendants' conduct set forth herein, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, and that the 303 THF Products met specifications, were deceptive, unconscionable, false and misleading and made knowingly by Defendants or without knowledge as to their truth or falsity.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 520.

521. Defendants' conduct set forth herein, including without limitation the label representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met specifications, and Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications, were also deceptive and unconscionable in omitting or suppressing a material fact in that Defendants' 303 THF Products were not appropriate for use and did not meet specifications as labeled, advertised, marketed and sold.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 521.

522. Defendants' conduct as set forth herein with regard to the marketing and sale of the 303 THF Products constitutes deceptive and unconscionable acts and practices.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 522.

523. Defendants engaged in deceptive and unconscionable practices including deception, false promises, misrepresentation, and/or the concealment, suppression or omission of material facts in connection with the marketing and sale of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 523.

524. Defendants falsely represented these facts, knowingly or with reason to know, that the 303 THF Products had sponsorship, approval, accessories, characteristics, ingredients, uses, benefits, and/or quantities that it did not have, in violation of [K.S.A. § 50-626\(b\)\(1\)\(A\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 524.

525. Defendants falsely represented, knowingly or with reason to know, that the 303 THF Products were of a particular standard, quality, grade, style and/or model when the products materially differed from that representation, in violation of [K.S.A. § 50-626\(b\)\(1\)\(D\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 525.

526. Defendants willfully used in a written representation an exaggeration, falsehood, innuendo, and/or ambiguity as to a material fact, in violation of [K.S.A. § 50-626\(b\)\(2\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 526.

527. Defendants willfully failed to state material facts regarding their 303 THF Products and willfully concealed, suppressed, and omitted material facts, in violation of [K.S.A. § 50-626\(b\)\(3\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 527.

528. Defendants engaged in a pattern of conduct toward Plaintiffs and all Kansas Class Members that, when taken in its totality, is and was deceptive, in violation of [K.S.A. § 50-626\(a\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 528.

529. Defendants engaged in a pattern of conduct toward Plaintiffs and all Kansas Class Members that, when taken in its totality, is and was unconscionable, in violation of [K.S.A. § 50-627\(a\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 529.

530. Defendants' conduct with regard to their 303 THF Products was materially deceptive and unconscionable, and was a proximate cause of economic damage to purchasers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 530.

531 Plaintiffs and Kansas Class Members have suffered economic and other damages as a result of Defendants' conduct with regard to the marketing and sale of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 531.

532. As a direct and proximate result of Defendants' illegal conduct, Plaintiffs and Kansas Class Members have suffered ascertainable losses of money.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 532.

533. Defendants' conduct as described herein was intentional, done knowingly, and was in conscious disregard of the rights of Plaintiffs and other Kansas Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 533.

534. Defendants' conduct is such that an award of punitive damages against each Defendant is appropriate.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 534.

COUNT XIX

Violation of the Kentucky Consumer Protection Act, Ky Rev. Stat. § 367.170, *et seq.*

535. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 535 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 535.

536. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 536 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 536.

537. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 537 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 537.

538. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 538 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 538.

539. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 539 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 539.

540. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 540 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 540.

541. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 541 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 541.

542. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 542 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 542.

543. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 543 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 543.

544. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 544 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 544.

COUNT XX
Violation of the Michigan Consumer Protection Act,
MCL 445.901, *et seq.*

545. Plaintiff Mabie incorporates by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

546. As alleged herein, Defendants' conduct in connection with the manufacturing, distribution, marketing and sale of the 303 THF Products to Plaintiff Mabie and the Michigan Class constitutes unfair, unconscionable, and deceptive acts or practices in the conduct of trade and commerce in violation of the provisions of the Michigan Consumer Protection Act, MCL 445.901 *et seq.*, as follows:

- (a) Defendants' conduct violates MCL 445.903(1)(c), by representing that the 303 THF Products have characteristics and benefits that they do not have;
- (b) Defendants' conduct violates MCL 445.903(1)(e), by representing that the 303 THF Products are of a particular standard, quality or grade, when it is of another;
- (c) Defendants' conduct violates MCL 445.903(1)(s), by failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer;

- (d) Defendants' conduct violates [MCL 445.903\(bb\)](#), by representing material facts such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is; and/or
- (e) Defendants' conduct violates [MCL 445.903\(cc\)](#), by failing to reveal facts that are material to the transaction in light of representations of fact made in positive manner.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 546.

547. As a result of such unfair, unconscionable and deceptive conduct, Plaintiff Mabie and the Michigan Class Members have suffered, and will continue to suffer, damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 547.

548. This Court has the power to enjoin the continuation of the unfair, unconscionable and deceptive conduct alleged herein pursuant to [MCL 445.911\(1\)](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 548.

549. Plaintiff Mabie and the Michigan Class Members are therefore entitled to damages in an amount to be determined at trial, and to equitable relief in the form of appropriate injunctive relief, as a result of the unfair business conduct alleged herein.

ANSWER: Manufacturer Defendants deny Paragraph 449 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny the allegations in Paragraph 549.

COUNT XXI
Violation of the Minnesota Consumer Fraud Act,
Minnesota Statute § [325F.67](#), *et seq.*

550. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 550 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 550.

551. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 551 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 551.

552. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 552 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 552.

553. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 553 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 553.

554. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 554 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 554.

555. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 555 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 555.

556. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 556 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 556.

557. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 557 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 557.

558. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 558 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 558.

559. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 559 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 559.

560. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 560 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 560.

561. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 561 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 561.

562. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 562 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 562.

563. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 563 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 563.

564. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 564 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 564.

565. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 565 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 565.

566. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 566 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 566.

567. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 567 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 567.

568. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 568 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 568.

569. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 569 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 569.

570. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 570 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 570.

571. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 571 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 571.

COUNT XXII
Violations of Missouri Merchandising Practices Act

572. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

573. Plaintiffs and Missouri Class Members purchased Defendants' 303 THF Products for personal, family, or household purposes.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 573, and therefore deny the same.

574. Plaintiffs and Missouri Class Members are "person[s]" for purposes of the Missouri Merchandising Practices Act ("MMPA"). [Mo. Rev. Stat. § 407.010.](#)

ANSWER: Paragraph 574 purports to characterize the Missouri Merchandizing Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 574 to the extent they are inconsistent with that statute.

575. Defendants' Cam2 Promax 303 THF Product meets the definition of "merchandise" for purposes of the MiMPA. [Mo. Rev. Stat. § 407.010.](#)

ANSWER: Paragraph 575 purports to characterize the Missouri Merchandizing Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 575 to the extent they are inconsistent with that statute.

576. Defendants' sale of their Cam2 Promax 303 THF Product is a "sale" within the meaning of the MMPA. [Mo. Rev. Stat. § 407.010.](#)

ANSWER: Paragraph 576 purports to characterize the Missouri Merchandizing Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 576 to the extent they are inconsistent with that statute.

577. Defendants engaged in “trade” or “commerce” within the meaning of the MMPA.
[Mo. Rev. Stat. § 407.010.](#)

ANSWER: Paragraph 577 purports to characterize the Missouri Merchandizing Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 577 to the extent they are inconsistent with that statute.

578. Under the MMPA, Defendants have a statutory duty to refrain from deceptive acts and practices.

ANSWER: Paragraph 578 purports to characterize the Missouri Merchandizing Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 578 to the extent they are inconsistent with that statute.

579. Pursuant to the MMPA, an unlawful practice is the use of “any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce . . . in or from the State of Missouri.” [Mo. Rev. Stat. § 407.020.](#)

ANSWER: Paragraph 579 purports to characterize the Missouri Merchandizing Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 579 to the extent they are inconsistent with that statute.

580. Defendants used and employed deception, fraud, false pretense, false promise, misrepresentation, unfair practice and the concealment, suppression, or omission of material facts

in connection with the sale or advertisement of their Cam2 Promax 303 THF Product in trade or commerce in the State of Missouri, in violation of the MMPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 580.

581. Defendants' conduct set forth above, including without limitation the representations that the Cam2 Promax 303 THE Product was fit to be used in older tractors and other equipment, and that the Cam2 Promax 303 THF Product met or had an equivalency to specifications, were unfair, deceptive, false and misleading and made knowingly by Defendants or without knowledge as to their truth or falsity and were therefore deceptions, frauds, false pretenses, false promises, and misrepresentations as described at [§ 407.020 RSMo.](#), and therefore a violation of the MMPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 581.

582. Defendants' conduct set forth above, including without limitation the label representations that the Cam2 Promax 303 THF Product was fit to be used in older tractors and other equipment, that the Cam2 Promax 303 THF Product met or had an equivalency to specifications, and Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications, also constituted the omission or suppression of a material fact in violation of [§ 407.020 RSMo](#) in that Defendants' Cam2 Promax 303 THF Product was not appropriate for use and did not meet specifications as labeled, advertised, marketed, and sold.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 582.

583. Defendants' conduct as set forth herein with regard to the marketing and sale of the Cam2 Promax 303 THF Product constitutes unlawful, unfair and/or fraudulent business practices in violation of the MMPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 583.

584. Defendants engaged in unlawful practices including deception, false promises, misrepresentation, and/or the concealment, suppression or omission of material facts in connection with the marketing and sale of the Cam2 Promax 303 THF Product, all in violation of [§407.020 RSMo.](#)

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 584.

585. Defendants' conduct with regard to their Cam2 Promax 303 THF Product was materially misleading and deceptive, and was a proximate cause of economic damage to purchasers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 585.

586. Plaintiffs and the Missouri Class Members have suffered economic and other damages as a result of Defendants' conduct with regard to the marketing and sale of the Cam2 Promax 303 THF Product.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 586.

587. As a direct and proximate result of Defendants' illegal conduct, Plaintiffs and the Missouri Class Members have suffered ascertainable losses of money.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 587.

588. Defendants' conduct as described herein was intentional, done knowingly, in conscious disregard of the rights of Plaintiffs and other Missouri Class Members, and in violation of [§ 407.020 RSMo.](#) and the regulations of the Attorney General of Missouri promulgated thereunder.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 588.

589. Defendants' conduct is such that an award of punitive damages against each Defendant is appropriate.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 589.

COUNT XXIII
Violations of Nebraska Consumer Protection Act
Neb. Rev. St. §§ 59-1601 et seq

590. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

591. Plaintiffs, other Nebraska Class Members, and Defendants are all “person[s]” for purposes of the NCPA. Neb. Rev. St. §§ 59-1601 *et seq.*

ANSWER: Paragraph 591 purports to characterize the Nebraska Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 591 to the extent they are inconsistent with that statute.

592. Defendants’ sale of their 303 THF Products constitutes “Trade or Commerce” as contemplated in the NCPA. Neb. Rev. St. § 59-1601.

ANSWER: Paragraph 592 purports to characterize the Nebraska Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 592 to the extent they are inconsistent with that statute.

593. In selling their 303 THF Products to Plaintiffs and the Nebraska Class, Defendants have engaged in unfair and/or deceptive acts or practices by making misrepresentations of material facts, including without limitation, the representations that the 303 THF Products were fit to be

used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and the other representations set forth above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 593.

594. Pursuant to the NCPA, Plaintiffs have standing to pursue this claim as each has suffered actual economic damages as a proximate result of Defendants' actions as set forth herein. Plaintiffs are seeking recovery of actual damages, together with the costs of suit, including reasonable attorney fees, punitive and/or treble damages, and for such further relief as this Court deems just. Neb. Rev. St. §59-1609.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 594. Manufacturer Defendants deny that Plaintiffs are entitled to such relief and further deny all remaining allegations in Paragraph 594.

595. These representations were materially misleading and deceptive, and were a producing cause of economic damages to consumers.

ANSWER: Manufacturer Defendants object to Paragraph 595's use of the phrase "these representations," as vague and undefined. This answer expressly presumes that the "representations" referred to are those listed in Paragraph 593. Manufacturer Defendants deny the allegations in Paragraph 595.

596. Defendants violated the NCPA by failing to adequately warn Plaintiffs and Nebraska Class Members of the true nature of Defendants' 303 THF Products, of the use of line flush and used oils as components of Defendants' 303 THF Products, of Defendants' failure to meet any equipment manufacturer specifications, and of other limitations to appropriate uses of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 596.

597. Defendants' actions as described herein were done knowingly with conscious disregard of the rights of Plaintiffs and the Nebraska Class Members, and Defendants were wanton and malicious in their concealment of the same.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 597.

598. Defendants' false, deceptive and misleading business practices constitutes a continuing course of conduct under the NCPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 598.

599. Neither Plaintiffs nor the Nebraska Class Members nor any reasonable consumer would have purchased Defendants' 303 THF Products if they were informed that it was obsolete, failed to meet specifications, made with improper ingredients, did not have the performance benefits listed, and/or would cause damage to their tractors or equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 599.

600. Plaintiffs and the Nebraska Class Members are entitled to injunctive relief pursuant to Neb. Rev. St. § 59-1609 in the form of enjoining Defendants from (1) selling obsolete tractor hydraulic fluid; (2) expressly or implicitly representing to potential purchasers that their tractor hydraulic fluid products are suitable for use in tractors or other equipment; and (3) providing inadequate warning on tractor hydraulic fluid products as to appropriate uses and potential harm to equipment. Plaintiffs and other Nebraska Class Members are also entitled to injunctive relief in the form of corrective advertising requiring Defendants to disseminate truthful, adequate disclosures and warnings about the actual uses, if any, of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny Paragraph 600 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief.

601. Plaintiffs and the Nebraska Class Members will be irreparably harmed if such an Order is not granted.

ANSWER: Manufacturer Defendants deny Paragraph 601 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief.

COUNT XXIV
Violations of Nebraska Uniform Deceptive Trade Practices Act
Neb. Rev. St. §§ 87-301 *et seq.*

602. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

603. Plaintiffs bring this claim under Neb. Rev. St. §§ 87-301 *et seq.*, on behalf of themselves and the Nebraska Class Members, who were subject to Defendants' above-described deceptive trade practices.

ANSWER: Manufacturer Defendants admit that the Plaintiffs purport to bring claims on behalf of themselves and the Nebraska Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 603 not expressly admitted herein.

604. The actions of Defendants set forth above constitute a deceptive trade practice in that Defendants represented their 303 THF Products as having characteristics, ingredients, uses, or benefits that those 303 THF Products do not have, all of which is actionable under Neb. Rev. St. § 87-302(a)(5).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 604.

605. The actions of Defendants set forth above constitute a deceptive trade practice in that Defendants represented their 303 THF Products were of a particular standard, quality, or grade that the 303 THF Products were not, all of which is actionable under Neb. Rev. St. § 87-302(a)(7).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 605.

606. The actions of Defendants set forth above constitute an unconscionable action or course of action which was committed knowingly, and which was the producing cause of economic damages to Plaintiffs and Nebraska Class Members, all of which is actionable under Neb. Rev. St. § 87-302.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 606.

607. Plaintiffs and the Nebraska Class Members are entitled to injunctive relief pursuant to Neb. Rev. St. § 87-303 in the form of enjoining Defendants from (1) selling obsolete tractor hydraulic fluid; (2) expressly or implicitly representing to potential purchasers that their tractor hydraulic fluid products are suitable for use in tractors or other equipment; and (3) providing inadequate warnings on tractor hydraulic fluid products as to appropriate uses and potential harm to equipment. Plaintiffs and other Nebraska Class Members are also entitled to injunctive relief in the form of corrective advertising requiring Defendants to disseminate truthful, adequate disclosures and warnings about the actual uses, if any, of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny Paragraph 607 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief.

COUNT XXV
Violation of the New York Deceptive Sales Practices Act
N.Y. Gen. Bus. § 349 and § 350

608. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

609. New York's General Business Law § 349 makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce ... in this state." N.Y. Gen Bus. L. § 349(a).

ANSWER: Paragraph 609 purports to characterize New York's General Business Law § 349. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 609 to the extent they are inconsistent with that statute.

610. Defendants willfully or knowingly engaged in deceptive and misleading representations and omissions aimed at causing reasonable consumers and the public in the State of New York to be deceived about the suitability of the 303 THF Products for use in tractors and other equipment as tractor hydraulic fluid. Defendants' conduct described herein constitutes deceptive acts or practices in the conduct of business, trade or commerce.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 610.

611. Defendants' unlawful conduct was consumer-oriented in that it was designed to, had the capacity to, and did, deceive consumers and affect consumer purchase decisions in the State of New York.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 611.

612. Defendants' conduct described herein affected the public interest, and in particular, the public interest in New York State, because that conduct perpetrated a fraud on consumers in New York.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 612.

613. As a direct and proximate cause of Defendants' deception in the State of New York, Plaintiffs and the New York Class Members have been injured by the violation of § 349 described herein. This injury is separate from, and not derivative of, the injury to any other person or entity that may have resulted from Defendants' conduct. The injury suffered by Plaintiffs and the New York Class Members includes, without limitation, the cost of the useless and harmful 303 THF Products, and economic injuries flowing from the damage to tractors and other equipment caused by Defendants' 303 THF Products and/or by the use of Defendants' 303 THF Products instead of a tractor hydraulic fluid that would actually protect tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 613.

614. By reason of the foregoing, Defendants are liable to each of Plaintiffs and each New York Class Member for actual damages suffered resulting from the above-described violation of New York General Business Law § 349, or, for any whose damages are less than \$50, then \$50 minimum for each, trebling of those damages, and reasonable attorneys' fees.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 614.

615. Plaintiffs, along with the New York Class Members, are entitled to injunctive relief pursuant to § 349 enjoining Defendants from (1) selling 303 THF Products or other similar products; (2) expressly or impliedly representing to past, current, and/or potential customers that 303 THF Products are suitable for use as tractor hydraulic fluid; and, (3) providing inadequate warnings as to the harm the 303 THF Products can cause. Plaintiffs and Members of the New York Class are also entitled to injunctive relief in the form of corrective advertising and notice to purchasers and requiring Defendants to disseminate truthful, adequate disclosures and warning about use of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny Paragraph 615 as inconsistent with the Court’s March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief.

616. New York’s General Business Law § 350 declares unlawful “[f]alse advertising in the conduct of any business, trade or commerce” “False advertising” is defined as “advertising, *including labeling*, of a commodity ... if such advertising is misleading in a material respect.” N.Y. Gen. Bus. Law § 350-a.

ANSWER: Paragraph 616 purports to characterize New York’s General Business Law § 350. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 616 to the extent they are inconsistent with that statute.

617. The labeling on the packages of Defendants’ 303 THF Products constitutes “advertising” within the meaning of N.Y. Gen. Bus. Law §§ 350 and 350-a.

ANSWER: Paragraph 617 purports to characterize New York’s General Business Law §§ 350, 350-a. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 617 to the extent they are inconsistent with that statute.

618. The labeling on the packages of Defendants’ 303 THF Products was misleading in one or more material respects, as detailed above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 618.

619. The labeling on the packages of Defendants’ 303 THF Products constitutes “false advertising” within the meaning of §§ 350 and 350-a.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 619.

620. Plaintiffs and New York Class Members each were injured by reason of Defendants' violations of §§ 350 and 350-a. in that each of them purchased useless and harmful 303 THF Products as a result of the misleading product labels.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 620.

621. By reason of the foregoing, Defendants are liable to Plaintiffs and the New York Class Members for their actual damages, or for statutory damages of \$500 for each violation, whichever is greater, in a total amount to be proved at trial, along with trebling of those damages, and reasonable attorneys' fees.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 621.

622. Plaintiffs and New York Class Members, as well as the consuming public of the State of New York, will suffer irreparable injury if Defendants are permitted to continue the deceptive practices described herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 622.

623. By reason of the foregoing, Plaintiffs and the New York Class Members are entitled to pursuant to § 350 enjoining Defendants from (1) selling 303 THF Products or other similar products; (2) expressly or impliedly representing to past, current, and/or potential customers that 303 THF Products are suitable for use as tractor hydraulic fluid; and, (3) providing inadequate warnings as to the harm the 303 THF Products can cause. Plaintiffs and Members of the New York Class are also entitled to injunctive relief in the form of corrective advertising and notice to purchasers and requiring Defendants to disseminate truthful, adequate disclosures and warning about use of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny Paragraph 623 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief.

COUNT XXVI
Violation of the North Carolina Consumer Protection Act,
N.C.G.S. § 75-1.1, et seq.

624. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

625. As alleged herein, Defendants' conduct in connection with the distribution, marketing and sale of the 303 THF Products to Plaintiffs and the North Carolina Class Members constitutes unfair, unconscionable and deceptive acts or practices in conduct or trade and commerce in violation of the provisions of the North Carolina Consumer Protection Act, N.C.G.S. § 75-1.1, et seq, as follows:

- (a) by representing that the 303 THF Products have characteristics and benefits that they do not have;
- (b) by representing that the 303 THF Products are of a particular standard, quality or grade, when it is of another;
- (c) by failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer;
- (d) by representing material facts such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is;
- (e) by failing to reveal facts that are material to the transaction in light of representations of facts made in positive manner; and/or

- (f) by causing confusion or misunderstanding as to the legal rights, obligations or remedies of a party to a transaction.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 625.

626. As a result of such unfair, unconscionable and deceptive conduct, Plaintiffs and the North Carolina Class Members have suffered, and will continue to suffer, damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 626.

627. This Court has the power to enjoin the continuation of the unfair, unconscionable and deceptive conduct alleged herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 627.

628. Plaintiffs and the North Carolina Class Members are therefore entitled to damages in an amount to be determined at trial, and to equitable relief in the form of appropriate injunctive relief, as a result of the unfair business conduct alleged herein.

ANSWER: Manufacturer Defendants deny Paragraph 628 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny the remaining allegations in Paragraph 628.

COUNT XXVII
Violations of Ohio Consumer Sales Practices Act

629. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Paragraph 629 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation.¹ Accordingly, Defendants need not respond to Paragraph 629.

¹ In the conclusion of the Court's Order, the Court states that Count XXVII is dismissed, but refers to the count as "Oklahoma's Consumer Protection Act." See March 9, 2022 Order at 57, ECF No. 451. From a review of the body of

630. Plaintiffs, Ohio Class Members, and Defendants are all “person[s]” for purposes of OCSA, R.C. 1345.01 *et seq.*

ANSWER: Paragraph 630 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 630.

631. Plaintiffs and Ohio Class Members are all “consumer[s]” for purposes of the OCSA, R.C. 1345.01 *et seq.*

ANSWER: Paragraph 631 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 631.

632. Defendants are all “supplier[s]” for purposes of the OCSA, R.C. 1345.01 *et seq.*

ANSWER: Paragraph 632 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 632.

633. Defendants’ sale of 303 THF Products constitutes a “Consumer transaction” for purposes of the OCSA, R.C. 1345.01 *et seq.*

ANSWER: Paragraph 633 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 633.

634. Pursuant to the OCSA, “no supplier shall commit an unfair or deceptive act or practice in connection with a consumer transaction.” R.C. 1345.01.

the Court’s Order, it appears that the Court intended to dismiss Count XXVII for violations of the Ohio Consumer Sales Practices Act. *See id.* at 42.

ANSWER: Paragraph 634 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 634.

635. Under the OCSA, the act or practice of a supplier in representing that the subject of a consumer transaction has performance characteristics, uses or benefits that it does not have is deceptive. R.C. 1345.2(B)(1).

ANSWER: Paragraph 635 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 635.

636. Under the OCSA, the act or practice of a supplier in representing that the subject of a consumer transaction is of a particular standard, quality, grade, style, prescription or model that it is not, is deceptive. R.C. 1345.2(B)(2). Defendants' practices as described herein were also characterized as unfair or deceptive at the time of the transactions by Rule promulgated under R.C. 1345.05, in that Ohio Admin. Code 109: 4-3-10 states that it is a deceptive act for a supplier to "[m]ake any representations, claims, or assertions of fact...which would cause a reasonable consumer to believe such statements are true, unless...the supplier possesses or relies upon a reasonable basis in fact such as factual, objective, quantifiable, clinical or scientific data or other competent and reliable evidence which substantiates such representations, claims, or assertions of fact." Ohio state courts have likewise held that representing that the subject of a consumer transaction is of a particular standard, quality or grade, if it is not, is deceptive. See, e.g., *Amato v. Gen. Motors Corp.*, [11 Ohio App. 3d 124, 131, 463 N.E.2d 625, 633 \(1982\)](#)

ANSWER: Paragraph 636 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 636.

637. Pursuant to the OCSPA, “no supplier shall commit an unconscionable act or practice in connection with a consumer transaction.” R.C. 1345.03.

ANSWER: Paragraph 637 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 637.

638. Under the OCSPA, an unconscionable act occurs where a supplier knew at the time the consumer transaction was entered into that the consumer was unable to receive a substantial benefit from the subject of the consumer transaction. R.C. 1345.03(B)(3).

ANSWER: Paragraph 638 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 638.

639. In selling the 303 THF Products at issue to Plaintiffs and the Ohio Class Members, Defendants have engaged in deceptive and/or unconscionable acts or practices by misrepresenting material facts, including without limitation, making the representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and the other representations set forth above, when in fact Defendants did not possess or rely upon a reasonable basis in fact such as factual, objective, quantifiable, clinical or scientific data or other competent and reliable evidence which substantiated such representations, claims, or assertions of fact.

ANSWER: Paragraph 639 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 639.

640. Pursuant to the NCPA, Plaintiffs have standing to pursue this claim as each has suffered actual economic damages as a proximate result of Defendants' actions as set forth herein. R.C. 1345.09(A).

ANSWER: Paragraph 640 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 640.

641. These representations were materially misleading and deceptive, and were a producing cause of economic damages to consumers.

ANSWER: Paragraph 641 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 641.

642. Defendants violated the OCSA by failing to adequately warn Plaintiffs and Ohio Class Members of the true nature of Defendants' 303 THF Products, of the use of line flush and used oils as components of Defendants' 303 THF Products, of Defendants' failure to meet any equipment manufacturer specifications, and of other limitations to appropriate uses of the 303 THF Products.

ANSWER: Paragraph 642 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 642.

643. Defendants' actions as described herein were done knowingly with conscious disregard of the rights of Plaintiffs and the Ohio Class Members, and Defendants were wanton and malicious in their concealment of the same.

ANSWER: Paragraph 643 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 643.

644. Defendants' false, deceptive and misleading business practices constitute a continuing course of conduct under the OCSA.

ANSWER: Paragraph 644 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 644.

645. Neither Plaintiffs, the Ohio Class Members nor any reasonable consumer would have purchased Defendants' 303 THF Products if they were informed that it was obsolete, failed to meet specifications, made with improper ingredients, did not have the performance benefits listed, and/or would cause damage to their tractors or equipment.

ANSWER: Paragraph 645 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 451, and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 645.

646. Plaintiffs and the Ohio Class Members are entitled to injunctive relief pursuant to R.C. 1345.09(D) in the form of enjoining Defendants from (1) selling obsolete tractor hydraulic fluid; (2) expressly or implicitly representing to potential purchasers that their tractor hydraulic fluid products are suitable for use in tractors or other equipment; and (3) providing inadequate warning on tractor hydraulic fluid products as to appropriate uses and potential harm to equipment.

Plaintiffs and other Ohio Class Members are also entitled to injunctive relief in the form of corrective advertising requiring Defendants to disseminate truthful, adequate disclosures and warnings about the actual uses, if any, of Defendants' 303 THF Products.

ANSWER: Paragraph 646 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, [ECF No. 451](#), and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 646.

647. Plaintiffs and the Ohio Class Members will be irreparably harmed if such an Order is not granted.

ANSWER: Paragraph 647 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, [ECF No. 451](#), and is no longer at issue in this litigation. Accordingly, Defendants need not respond to Paragraph 647.

COUNT XXVIII
Violations of Oklahoma Consumer Protection Statute

648. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 648 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 648.

649. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 649 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 649.

650. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 650 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 650.

651. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 651 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 651.

652. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 652 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 652.

653. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 653 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 653.

654. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 654 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 654.

655. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 655 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 655.

656. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 656 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 656.

COUNT XXIX
Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law
[73 P.S. § 201-1](#), *et seq.*

657. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 657 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 657.

658. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 658 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 658.

659. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 659 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 659.

660. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 660 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 660.

661. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 661 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 661.

662. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 662 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 662.

663. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 663 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 663.

664. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 664 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 664.

665. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 665 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 665.

666. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 666 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 666.

667. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 667 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 667.

COUNT XXX
Violations of South Dakota Consumer Protection Act

668. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

669. Plaintiffs and other South Dakota Class Members are persons covered by the South Dakota Consumer Protection Act

ANSWER: Paragraph 669 purports to characterize the South Dakota Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 669 to the extent they are inconsistent with that statute.

670. Defendants' conduct set forth above constitutes unlawful practices under the South Dakota Consumer Protection Act.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 670.

671. In selling their 303 THF Products to Plaintiffs and the South Dakota Class, Defendants have engaged in deceptive practices under the South Dakota Consumer Protection Act, by misrepresentations of material facts, including without limitation, the representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and the other representations set forth above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 671.

672. These representations were materially misleading and deceptive, and were a proximate cause of damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 672.

673. Defendants violated the South Dakota Consumer Protection Act by failing to adequately warn Plaintiffs and the South Dakota Class Members of the true nature of Defendants' 303 THF Products, of the use of line flush and used oils as components of Defendants' 303 THF Products, of Defendants' failure to meet any equipment manufacturer specifications, and of other limitations to appropriate uses of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 673.

674. Defendants' actions as described herein were done knowingly and intentionally and with conscious disregard of the rights of Plaintiffs and the South Dakota Class Members, and Defendants were wanton and malicious in their concealment of the same.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 674.

675. Neither Plaintiffs, nor the South Dakota Class Members, nor any reasonable consumer would have purchased Defendants' 303 THF Products if they were informed that it was obsolete, failed to meet specifications, made with improper ingredients, did not have the performance benefits listed, and/or would cause damage to their tractors or equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 675.

COUNT XXXI

**Violation of the Texas Deceptive Trade Practices Act,
Texas Business and Commerce Code, § 17.41, *et seq.***

676. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

677. The Texas Deceptive Trade Practices Act (“DTPA”) prohibits false, misleading or deceptive acts and practices in connection with a trade or business.

ANSWER: Paragraph 677 purports to characterize the Texas Deceptive Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 677 to the extent they are inconsistent with that statute.

678. Plaintiffs and Texas Class Members are “consumers” within the meaning of § 17.54(4) of DTPA in that they are individuals who acquired by purchase the goods or products that form the basis of this case and suffered damages for which they did not receive compensation from any third party, person, or entity.

ANSWER: Paragraph 678 purports to characterize the Texas Deceptive Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 678 to the extent they are inconsistent with that statute.

679. Plaintiffs and Texas Class Members seek to recover damages against each Defendant under DTPA, § 17.41 et seq, because Defendants knowingly and/or intentionally breached their implied warranties with respect to the 303 THF Products and also engaged in false, misleading, or deceptive acts or practices in the conduct of their trade of business, as set forth above and in general by (a) representing that the 303 THF Products had characteristics, ingredients, uses, or benefits which they do not; and (b) representing that the 303 THF Products were of a particular standard, quality, or grade, when they were in fact or another.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 679. Manufacturer Defendants deny that Plaintiffs are entitled to such relief, including class certification, and further deny all remaining allegations in Paragraph 679.

680. Defendants engaged in false, misleading or deceptive acts or practices with regard to the 303 THF Products, including, but not limited to, the use of deception, fraud, false pretense, false promise, misrepresentation, unfair practice and the concealment, suppression, or omission of material facts in connection with the sale or advertisement of their 303 THF Products in trade or commerce in the State of Texas and throughout the United States.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 680.

681. Defendants' conduct set forth herein, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, and that the 303 THF Products met specifications, were false, misleading, or deceptive acts or practices.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 681.

682. Defendants' conduct set forth herein, including without limitation the label representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met specifications, and Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications, were also false, misleading, or deceptive acts or practices in that Defendants omitted or suppressed material facts in that Defendants' 303 THF Products were not appropriate for use and did not meet specifications as labeled, advertised, marketed and sold.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 682.

683. Defendants engaged in a pattern of conduct toward Plaintiffs and all Texas Class Members that, when taken in its totality, is and was false, misleading, or deceptive, in violation of the DTPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 683.

684. Defendants' conduct in engaging in such false, misleading, or deceptive acts or practices constituted a producing cause of the damages suffered by the Plaintiffs and Texas Class Members such that Plaintiffs and Texas Class Members have the right and standing to maintain an action against Defendants under the DTPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 684.

685. The Plaintiffs also have the right and standing to maintain an action against Defendants under the DTPA because Defendants breached their implied warranties and that such a breach constituted a producing cause of the damages suffered by the Plaintiffs and Texas Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 685.

686. Plaintiffs and Texas Class Members have suffered economic and other damages as a proximate result of Defendants' conduct with regard to the marketing and sale of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 686.

687. Defendants' conduct as described herein was intentional, done knowingly and intentionally, and was in conscious disregard of the rights of Plaintiffs and other Texas Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 687.

688. Defendants' conduct is such that an award of treble damages against each Defendant is appropriate.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 688.

689. Pursuant to the DTPA, Plaintiffs and Texas Class Members are entitled to be awarded Court costs and reasonable and necessary attorneys' fees.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 689.

690. Plaintiffs provided Defendants notice of the defect in their 303 THF Products, although such notice should be deemed unnecessary in light of the MDA action in 2017.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 690.

691. Plaintiffs will provide notice of this 5th ACC to the Consumer Protection Division.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 691, and therefore deny the same.

COUNT XXXII
Violations of West Virginia Consumer Credit and Protection Act

692. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

693. The West Virginia Consumer Credit and Protection Act ("CCPA") prohibits false, misleading or deceptive acts and practices in connection with a trade or business.

ANSWER: Paragraph 693 purports to characterize the West Virginia Consumer Credit and Protection Act. That statute speaks for itself and is the best evidence of its

contents. Manufacturer Defendants deny the allegations of Paragraph 693 to the extent they are inconsistent with that statute.

694. Plaintiffs and West Virginia Class Members are “consumers” within the meaning of § 46A-6-102(2) of the CCPA in that they are individuals who acquired by purchase the goods or products that form the basis of this case, and suffered damages for which they did not receive compensation from any third party, person, or entity.

ANSWER: Paragraph 694 purports to characterize the West Virginia Consumer Credit and Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 694 to the extent they are inconsistent with that statute.

695. Plaintiffs and West Virginia Class Members seek to recover damages against each Defendant under the CCPA, §46-A-6-101, et seq, because Defendants knowingly and/or intentionally breached their implied warranties with respect to the 303 THF Products and also engaged in false, misleading, or deceptive acts or practices in the conduct of their trade of business, as set forth above and in general by (a) representing that the 303 THF Products had characteristics, ingredients, uses, or benefits which they do not; and, (b) representing that the 303 THF Products were of a particular standard, quality, or grade, when they were in fact or another.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 695. Manufacturer Defendants deny that Plaintiffs are entitled to such relief, including class certification, and further deny all remaining allegations in Paragraph 695.

696. Defendants engaged in false, misleading or deceptive acts or practices with regard to the 303 THF Products, including, but not limited to, the use of deception, fraud, false pretense, false promise, misrepresentation, unfair practice and the concealment, suppression, or omission of

material facts in connection with the sale or advertisement of their 303 THF Products in trade or commerce in the State of West Virginia and throughout the United States.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 696.

697. Defendants' conduct set forth above, including without limitation the representations that the 303 THF Products were fit to be used in older tractors and other equipment, and that the 303 THF Products met specifications, were false, misleading, or deceptive acts or practices.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 697.

698. Defendants' conduct set forth above, including without limitation the label representations that the 303 THF Products were fit to be used in older tractors and other equipment, that the 303 THF Products met or had an equivalency to specifications, and Defendants' failure to inform consumers of the true nature of the product and the obsolete specifications, were also false, misleading, or deceptive acts or practices in that Defendants omitted or suppressed a material fact in that Defendants' 303 THF Products were not appropriate for use and did not meet specifications as labeled, advertised, marketed and sold.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 698.

699. Defendants engaged in a pattern of conduct toward Plaintiffs and all West Virginia Class Members that, when taken in its totality, is and was false, misleading, or deceptive, in violation of the CCPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 699.

700. Defendants' conduct in engaging in such false, misleading, or deceptive acts or practices constituted a producing cause of the damages suffered by the Plaintiffs and West Virginia

Class Members such that they have the right and standing to maintain an action against Defendants under the CCPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 700.

701. The Plaintiffs also have the right and standing to maintain an action against Defendants under the CCPA because Defendants breached their implied warranties and that such a breach constituted a producing cause of the damages suffered by the Plaintiffs and West Virginia Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 701.

702. Plaintiffs and West Virginia Class Members have suffered economic and other damages as a proximate result of Defendants' conduct with regard to the marketing and sale of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 702.

703. Defendants' conduct as described herein was intentional, done knowingly and intentionally, and was in conscious disregard of the rights of Plaintiffs and other West Virginia Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 703.

704. Defendants' conduct is such that an award of treble damages against each Defendant is appropriate.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 704.

705. Pursuant to the CCPA, Plaintiffs and West Virginia Class Members are entitled to be awarded Court costs and reasonable and necessary attorneys' fees.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 705.

706. Plaintiffs provided Defendants notice of the defect in their 303 THF Products, although such notice should be deemed unnecessary in light of the MDA action in 2017.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 706.

707. Plaintiffs will provide notice of this 5th ACC to the Consumer Protection Division.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 707, and therefore deny the same.

COUNT XXXIII
Violation of the Wisconsin Deceptive Trade Practices Act,
Wis. Stat. Ann. §100.18, *et seq.*

708. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

709. Defendants are each a “person, firm, corporation or association,” as defined by Wis. Stat. § 100.18(1).

ANSWER: Paragraph 709 purports to characterize the Wisconsin Deceptive Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 709 to the extent they are inconsistent with that statute.

710. Plaintiffs and the Wisconsin Class Members are members of “the public,” as defined by Wis. Stat. § 100.18(1).

ANSWER: Paragraph 710 purports to characterize the Wisconsin Deceptive Trade Practices Act. That statute speaks for itself and is the best evidence of its contents.

Manufacturer Defendants deny the allegations of Paragraph 710 to the extent they are inconsistent with that statute.

711. With intent to sell, distribute, or increase consumption of merchandise, services, or anything else offered by Defendants to members of the public for sale, use, or distribution, Defendants made, published, circulated, placed before the public or caused (directly or indirectly) to be made, published, circulated, or placed before the public in Wisconsin advertisements, announcements, statements, and representations to the public which contained assertions, representations, or statements of facts which are untrue, deceptive, and/or misleading, in violation of Wis. Stat. § 100.18(1).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 711.

712. Defendants have each also engaged in the above-described conduct as part of a plan or scheme, the purpose or effect of which was to sell, purchase, or use merchandise or services not as advertised, in violation of Wis. Stat. § 100.18(9).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 712.

713. Defendants' representations and omissions were material because they were likely to deceive reasonable consumers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 713.

714. Defendants' failure to disclose the facts described herein is the same as actively representing that those facts do not exist.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 714.

715. As a direct and proximate result of Defendants' deceptive acts and practices, Plaintiffs and the Wisconsin Class Members have suffered and will continue to suffer injury, ascertainable losses of money and property, and monetary and non-monetary damages, including

from not receiving the benefit of the bargain in purchasing Defendants' 303 THF Products, and increased time and expense in treating the damage they cause.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 715.

716. Had Defendants disclosed to Plaintiffs and the Wisconsin Class Members that they misrepresented Defendants' 303 THF Products, omitted material information regarding the risk of harm involved and the suitability and true ability of Defendants' 303 THF Products, and were otherwise engaged in common business practices that ultimately hurt consumers, Defendants would have been unable to continue selling the defective 303 THF Products. Instead, Defendants represented that the 303 THF Products met OEM specifications, provided performance benefits, and could be used as tractor hydraulic fluid.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 716.

717. Defendants recklessly disregarded Plaintiffs' and the Wisconsin Class Members' rights. Defendants' knowledge of the false claims and risks associated with Defendants' 303 THF Products put Defendants on notice that the 303 THF Products were not as advertised.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 717.

718. Plaintiffs and the Wisconsin Class Members seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive and/or treble damages, attorneys' fees, and any other just and proper relief available under the Wisconsin Deceptive Trade Practices Act.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 718. Manufacturer Defendants deny that Plaintiffs are entitled to such relief, including class certification, and further deny all remaining allegations in Paragraph 718.

COUNT XXXIV

Violation of the Arizona Consumer Fraud Act,

Ariz. Rev. Stat. 44-1521, *et seq.*

719. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

720. Plaintiffs and all members of the Arizona Class suffered damages as a result of Defendants' actions in violation of the Arizona Consumer Fraud Act ("the ACFA"), set forth at [Ariz. Rev. Stat. § 44-1521, *et seq.*](#)

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 720.

721. The Arizona Consumer Fraud Act prohibits the act, use or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged.

ANSWER: Paragraph 721 purports to characterize the Arizona Consumer Fraud Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 721 to the extent they are inconsistent with that statute.

722. Defendants are each a "person" as defined by [Ariz. Rev. Stat. § 44-1521](#).

ANSWER: Paragraph 722 purports to characterize the Arizona Consumer Fraud Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer

Defendants deny the allegations of Paragraph 722 to the extent they are inconsistent with that statute.

723. Defendants' actions as described throughout this 5th ACC violated and continue to violate the ACFA. Defendants have used deception, deceptive acts or practices, fraud, false pretense, made false promises, made misrepresentations and/or concealed, suppressed or omitted material facts with the intent that others rely on them in connection with the sale or advertisement of the 303 THF Products in the State of Arizona and throughout the United States by the representations and concealment set forth herein, including, without limitation, representing that the 303 THF Products were fit to be used in older tractors and other equipment, provided the benefits listed on the label, were suitable for use as a tractor hydraulic fluid and/or met or had an equivalency to the "303 designation" as described above, and through Defendants' failure to inform consumers of the true nature of the products and the obsolete specifications.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 723.

724. Throughout the period during which they have marketed, distributed, or sold and offered for sale 303 THF Products, Defendants violated and continue to violate the above-mentioned provisions.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 724.

725. Defendants' violations of the ACFA constitute intentional, malicious, wanton, or reckless conduct or were done with reckless indifference to the Plaintiffs and the Arizona Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 725.

726. Plaintiffs and other members of the Arizona Class purchased Defendants' defective 303 THF products based on their reliance on Defendants' representations that the 303 THF

Products were fit for their intended use as found on Defendants' packaging, in their advertising and marketing materials, and/or other publicly available information.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 726 concerning Plaintiffs' purchasing decisions, and therefore deny the same. Manufacturer Defendants deny the remaining allegations in Paragraph 726.

727. As a direct and proximate result of Defendants' deception, unfair acts or practices, fraud, false pretenses, false promises, misrepresentations and/or concealments, suppressions or omissions of material facts as referenced herein, Plaintiffs and the Arizona Class Members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including the purchase price, not receiving the benefit of their bargain in purchasing Defendants' 303 THF Products, equipment damage, and increased time and expense in dealing with the damages from the use of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 727.

728. Plaintiffs and the members of the Arizona Class are entitled to recover their actual damages, attorneys' fees, and punitive damages pursuant to [A.R.S. § 44-1533](#).

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 728.

COUNT XXXV
Me. Stat. tit. 5, § 205-A, *et seq.*

729. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

730. Plaintiffs and other Maine Class Members purchased Defendants' 303 THF Products primarily for personal, family, or household purposes.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 730, and therefore deny the same.

731. Plaintiffs and all members of the Maine Class suffered damages as a result of Defendants' actions in violation of the Maine Unfair Trade Practices Act ("the UTPA"), set forth at Me. Stat. tit. 5, § 205-A, *et seq.* Pre-suit notice was not required because "the notice requirements of section 213 (1-A) are not jurisdictional..." and failure to comply with the express terms of the notice requirement does not bar . . . consumer protection claim[s]/ In re New Motor Vehicles Canadian Exp. Antitrust Litig., [350 F. Supp.2d 160, 186](#) (D. Me. 2004).

ANSWER: Manufacturer Defendants deny the first sentence of Paragraph 731. The remaining allegations in Paragraph 731 summarize of portion of The Maine Unfair Trade Practices Act and related case law. Those authorities speak for themselves and are the best evidence of their contents. Manufacturer Defendants deny the allegations of Paragraph 731 to the extent they are inconsistent with those authorities.

732. The "UTPA" prohibits unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. Me. Stat. tit. 5, § 205-A, *et seq.*

ANSWER: Paragraph 732 purports to characterize the Maine Unfair Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 732 to the extent they are inconsistent with that statute.

733. Defendants are each a person as defined by the UTPA. Me. Stat. tit. 5, §§ 206.

ANSWER: Paragraph 733 purports to characterize the Maine Unfair Trade Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 733 to the extent they are inconsistent with that statute.

734. Defendants' actions as described throughout this 5th ACC constitute unfair and/or deceptive acts and practices in connection with the sale or advertisement of their 303 THF Products in trade or commerce in the State of Maine and throughout the United States in violation of the UTPA, as they constitute material representations, omissions, acts, or practices that were likely to mislead consumers acting reasonably under the circumstances and were likely to cause substantial injury to consumers that was not reasonably avoidable by consumers and was not outweighed by any countervailing benefits to consumers.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 734.

735. Defendants' conduct in violation of the UTPA includes but is not limited to:

- (a) representing that the 303 THF Products were fit to be used in older tractors and other equipment,
- (b) representing that the 303 THF Products met or had an equivalency to certain manufacturer specifications;
- (c) representing that the 303 THF Products provided certain qualities, results and benefits that protected equipment from damage;
- (d) failing to inform consumers of the true nature of the products and the obsolete specifications; and

- (e) omitting or suppressing a material fact in that Defendants' 303 THF Products were not appropriate for use and did not meet specifications as labeled, advertised, marketed and sold.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 735.

736. Defendants intentionally engaged in the above course of conduct knowing that such conduct was unfair, false, misleading and/or deceptive.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 736.

737. Throughout the period during which they have marketed, distributed, or sold and offered for sale 303 THF Products, Defendants violated and continue to violate the above-mentioned provisions.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 737.

738. As a result of their deception, Defendants have been able to reap unjust revenue and profit.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 738.

739. Plaintiffs and other members of the Maine Class were misled by Defendants' deceptive acts or practices and purchased Defendants' defective 303 THF products based on their reliance on Defendants' representations that the 303 THF Products were fit for their intended use as found on Defendants' packaging, in their advertising and marketing materials, and/or other publicly available information.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 739.

740. Plaintiffs' and other members of the Maine Class reliance on Defendants' misrepresentations, omissions, acts, and practices was reasonable under the circumstances.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 740.

741. As a direct and proximate result of Defendants' deception, unfair acts or practices, fraud, false pretenses, false promises, misrepresentations and/or concealments, suppressions or omissions of material facts in violation of the UTPA as referenced herein, Plaintiffs and members of the Maine Class have suffered injury.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 741.

742. Plaintiffs and members of the Maine Class could not have reasonably avoided injury and the injury is not outweighed by any countervailing benefits to them or competition.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 742.

743. As alleged herein, Plaintiffs have suffered a loss of money or property as a result of Defendants' unfair and/or deceptive acts or practices in violation of the UTPA associated with the distribution, marketing, and sale of 303 THF Products, including financial damages and damage incurred to equipment from the use of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 743.

744. Plaintiffs, on behalf of themselves and all other Maine Class Members, seek actual damages, restitution and disgorgement of all money obtained from Plaintiffs and the members of the Class collected as a result of Defendants' misconduct, other necessary and proper equitable relief, including injunctive relief in the form of an order prohibiting Defendants from undertaking such practices in the future and requiring Defendants to engage in and undertake corrective measures, and all such other and further relief this Court deems appropriate, pursuant to Me. Stat. tit. 5, § 213.

ANSWER: Manufacturer Defendants admit that Plaintiffs seek the relief stated in Paragraph 744. Manufacturer Defendants deny Paragraph 744 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief.

Manufacturer Defendants deny that Plaintiffs are entitled to any relief, including class certification, and further deny all remaining allegations in Paragraph 744.

COUNT XXXVI
N.M. Stat. Ann. § 52-12-1, *et seq.*

745. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

746. Plaintiffs and all members of the New Mexico Class suffered damages as a result of Defendants' actions in violation of the New Mexico Unfair Practices Act (the "NMUPA"), set forth at N.M. Stat. Ann. § 57-12-1, *et seq.*

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 746.

747. The New Mexico Unfair Practices Act provides "[u]nfair or deceptive trade practices and unconscionable trade practices in the conduct of any trade or commerce are unlawful." N.M. Stat. Ann. § 57-12-3.

ANSWER: Paragraph 747 purports to characterize the New Mexico Unfair Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 747 to the extent they are inconsistent with that statute.

748. Defendants are each a person as defined by the NMUPA. N.M. Stat. Ann. §§ 57-12-2.

ANSWER: Paragraph 747 purports to characterize the New Mexico Unfair Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer

Defendants deny the allegations of Paragraph 747 to the extent they are inconsistent with that statute.

749. Defendants' actions as described throughout this 5th ACC constitute unfair and/or deceptive acts and practices in connection with the sale or advertisement of their 303 THF Products in trade or commerce in the State of New Mexico and throughout the United States in violation of the NMUPA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 749.

750. Defendants' conduct in violation of the NMUPA includes but is not limited to the following false and misleading representations:

- (a) Label representations that the 303 THF Products were fit to be used in older tractors and other equipment,
- (b) Label representations that the 303 THF Products met or had an equivalency to certain manufacturer specifications; and
- (c) Label representations that the 303 THF Products provided certain qualities, results and benefits that protected equipment from damage.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 750.

751. These false and misleading representations were knowingly made by Defendants in connection with the sale of the 303 THF Products as Defendants were aware, or in the exercise of reasonable diligence should have been aware, that the representations were false or misleading.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 751.

752. Throughout the period during which they have marketed, distributed, or sold and offered for sale 303 THF Products, Defendants violated and continue to violate the above-mentioned provisions.

ANSWER: Manufacturer Defendants object to Paragraph 752's use of the phrase "above-mentioned provisions," as vague and undefined. This answer to expressly presumes that the "provisions" referred to are those listed in Paragraph 747. Manufacturer Defendants deny the allegations in Paragraph 752.

753. Defendant's conduct set forth herein occurred in the regular course of Defendants' trade or commerce.

ANSWER: Manufacturer Defendants object to Paragraph 753's use of the phrases "Defendant's conduct set forth herein," and "regular course of Defendants' trade or commerce" as vague and undefined. Without sufficiently defined terms, Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 753, and therefore deny the same.

754. The false and misleading representations were the type that mislead or deceive reasonable persons.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 754.

755. Plaintiffs and other members of the New Mexico Class were misled by Defendants' unfair or deceptive trade practices and purchased Defendants' defective 303 THF products based on their reliance on Defendants' representations that the 303 THF Products were fit for their intended use as found on Defendants' packaging, in their advertising and marketing materials, and/or other publicly available information and incurred expenses in dealing with the tractor and equipment damage caused from the use of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 755.

756. Plaintiffs' and other members of the New Mexico Class reliance on Defendants' misrepresentations, acts, and practices was reasonable.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 756.

757. As a direct and proximate result of Defendants' unfair and/or deceptive acts or practices in violation of the NMUPA associated with the distribution, marketing, and sale of 303 THF Products, including the false and misleading misrepresentations as referenced herein, Plaintiffs and members of the New Mexico Class have suffered injury in fact and lost money or property.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 757.

758. Accordingly, Plaintiffs and the members of the New Mexico Class are entitled to recover their actual damages, including purchase price, cost to repair equipment, and diminution in value of equipment; attorneys' fees; and punitive damages and other necessary and proper equitable relief, including injunctive relief in the form of an order prohibiting Defendants from undertaking such practices in the future and requiring Defendants to engage in and undertake corrective measures, and all such other and further relief this Court deems appropriate, pursuant to N.M. Stat. Ann. § 57-12-10(A)-(E).

ANSWER: Manufacturer Defendants deny Paragraph 758 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny the remaining allegations in Paragraph 758.

COUNT XXXVII
N.D. Cent. Code Ann. § 51-15-01, *et seq.*

759. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

760. Plaintiffs and all members of the North Dakota Class suffered damages as a result of Defendants' actions in violation of the North Dakota Unlawful Sales or Advertising Practices Act (the "USAP"), set forth at N.D. Cent. Code Ann. § 51-15-01, *et seq.*

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 760.

761. The North Dakota Unlawful Sales or Advertising Practices Act states "[t]he act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is declared to be an unlawful practice." NDCC § 51-15-02.

ANSWER: Paragraph 761 purports to characterize the North Dakota Unlawful Sales or Advertising Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 761 to the extent they are inconsistent with that statute.

762. Defendants are each a person as defined by N.D.C.C. § 51-15-01.

ANSWER: Paragraph 762 purports to characterize the North Dakota Unlawful Sales or Advertising Practices Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 762 to the extent they are inconsistent with that statute.

763. Defendants engaged in deceptive acts and practices, including, but not limited to, the use of deception, fraud, false pretense, false promise, misrepresentation, unfair practice in connection with the sale or advertisement of their 303 THF Products in trade or commerce in the State of North Dakota and throughout the United States. These deceptive acts and practices are described herein and include but are not limited to:

- (a) Representing that the 303 THF Products were fit to be used in older tractors and other equipment,
- (b) Representing that the 303 THF Products met or had an equivalency to certain manufacturer specifications;
- (c) Representing that the 303 THF Products provided certain qualities, results and benefits that protected equipment from damage;
- (d) Failing to inform consumers of the true nature of the products and the obsolete specifications; and
- (e) Omitting or suppressing a material fact in that Defendants' 303 THF Products were not appropriate for use and did not meet specifications as labeled, advertised, marketed and sold.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 763.

764. Defendants conduct in violation of the USAP as described herein was done with the intent that others rely thereon in connection with the sale or advertisement of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 764.

765. Defendants intentionally and knowingly committed the conduct described herein in violation of the USAP.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 765.

766. Throughout the period during which they have marketed, distributed, or sold and offered for sale 303 THF Products, Defendants violated and continue to violate the above-mentioned provisions.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 766.

767. Plaintiffs and other members of the North Dakota Class purchased Defendants' defective 303 THF products based on their reliance on Defendants' representations that the 303 THF Products were fit for their intended use as found on Defendants' packaging, in their advertising and marketing materials, and/or other publicly available information.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 767.

768. As a direct and proximate result of Defendants' deceptive acts and practices, fraud, false pretenses, false promises, misrepresentations and/or concealments, suppressions or omissions of material facts as referenced herein, Plaintiffs and other members of the North Dakota Class suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including the purchase price, not receiving the benefit of their bargain in purchasing Defendants' 303 THF Products, equipment damage, and increased time and expense in dealing with the damages from the use of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 768.

769. Accordingly, Plaintiffs and the members of the North Dakota Class are entitled to recover their actual damages; costs, disbursements, and actual reasonable attorneys' fees incurred in this action; and punitive damages and further relief this Court deems appropriate, pursuant to N.D.C.C. 51-15-09.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 769.

COUNT XXXVIII
Maryland Consumer Protection Act (MCPA)
Md. Code Ann., Commercial Law Article § 13-101 *et seq.*
and Md. Code Ann. Cts. & Jud. Proc. § 5-101

770. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

771. Plaintiff brings this claim under Md. Code Ann., Commercial Law Article § 13-101 *et seq.*, on behalf of herself and members of the Maryland Purchases Class, who were subject to Defendants' above-described unfair and deceptive conduct.

ANSWER: Manufacturer Defendants admit that the Plaintiff purports to bring claims on behalf of herself and the Maryland Class. Manufacturer Defendants deny that such claims have merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 771 not expressly admitted herein.

772. Plaintiffs and members of the Maryland Purchases Class have standing to pursue this claim as they have each suffered injury in fact and lost money or property as a result of Defendants' actions as set forth herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 772.

773. Plaintiffs and members of the Maryland Purchases Class are buyers as defined by Md. Code. Ann., Commercial Law Article §2-103(1)(a) *et seq.* Defendants' 303 THF Products are consumer goods within the meaning of Md. Code. Ann., Commercial Law Article §9-102(a)(23).

ANSWER: Paragraph 773 purports to characterize the Maryland Consumer Protection Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 773 to the extent they are inconsistent with that statute.

774. Specifically, Defendants made the misrepresentations noted herein, expressly or by implication, regarding Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 774.

775. These representations were materially misleading.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 775.

776. Defendants violated and continue to violate the MCPA by engaging in practices noted herein which are proscribed by § 13-301 of the Commercial Law Article in transactions with Plaintiffs and members of the Maryland Purchases Class, which were intended to result in , and did result in, the sale of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 776.

777. By engaging in the deceptive conduct alleged herein, Defendants' untrue and misleading advertising presents a continuing threat to members of the public because their labels and advertisements induce consumers to purchase Defendants' 303 THF Products, which are unsafe and not suitable for use in their tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 777.

778. Defendants violated the MCPA by failing to adequately warn Plaintiffs and members of the Maryland Purchases Class that Defendants' 303 THF Products are not suitable for, and can harm, tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 778.

779. Defendants' actions as described herein were done with conscious disregard of Plaintiffs and the members of the Maryland Purchases Class's rights, and Defendants were wanton and malicious in their concealment of the same.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 779.

780. Defendants' wrongful business practices constituted, and constitute, a continuing course of conduct in violations of the MCPA because Defendants continue to sell fluid containing used oils and line wash/line flush without adequate warning or disclosure and to continue to represent Defendants' fluids as having characteristics and abilities which the products do not have, and has thus injured and continues to injure Plaintiffs and the members of the Maryland Purchases Class.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 780.

781. Plaintiffs and members of the Maryland Purchases Class have suffered injury in fact and have lost money and suffered equipment damage as a result of Defendants' deceptive conduct. Plaintiffs and members of the Maryland Purchases Class would not have purchased Defendants' 303 THF Products if they had known it was not suitable for their tractors and equipment, did not provide the benefits or protections stated on the label, and could harm their tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 781.

782. As a result of the Maryland law violations described herein, Defendants have been, and will be, unjustly enriched by receipt of millions of dollars in monies received from customers who have purchased and will continue to purchase obsolete and harmful tractor hydraulic fluid made by Defendants Smitty's and Cam2.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 782.

783. Defendants' business practices, as alleged herein, are unfair because: (1) the injury to the consumer is substantial; (2) the injury is not outweighed by any countervailing benefits to consumers or competition; and (3) consumers could not reasonably have avoided the injury because Defendants Smitty's and Cam2 intentionally misled the consuming public by means of

label claims, inadequate warnings and other conduct with respect to Defendants' 303 THF Products, all as set forth herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 783.

784. Defendants' business practices as alleged herein are fraudulent because they are likely to deceive customers into believing that Defendants' 303 THF Products were actually useful for the purpose for which they were sold, and because Defendants failed to provide complete and accurate information regarding components of their 303 THF Products and the damage it will cause to tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 784.

785. Plaintiffs and members of the Maryland Purchases Class were misled into purchasing Defendants' 303 THF Products by Defendants' deceptive and fraudulent conduct as alleged hereinabove.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 785.

786. Plaintiffs and members of the Maryland Purchases Class are entitled to an order awarding them restitution of the money wrongfully acquired by Defendants by means of the unfair and deceptive trade practices alleged herein, as well as awarding them other actual and punitive damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 786.

COUNT XXXIX
Massachusetts Consumer Protection Act
Mass. Gen. Laws Ann. Ch. 260, § 5A and Ch. 93A § 9

787. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 787 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 787.

788. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 788 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 788.

789. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 789 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 789.

790. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 790 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 790.

791. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 791 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 791.

792. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 792 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 792.

793. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 793 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 793.

794. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 794 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 794.

795. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 795 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 795.

796. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 796 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 796.

797. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 797 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 797.

798. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 798 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 798.

COUNT XL
New Hampshire Consumer Protection Act
N.H. Rev. Stat. Ann. § 508: 4 and § 358-A: 10

799. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

800. Plaintiffs bring this claim on behalf of themselves and members of the New Hampshire Purchases Class, who were subject to Defendants' above-described unfair and deceptive conduct.

ANSWER: Manufacturer Defendants admit that the Plaintiffs purport to bring this claim on behalf of themselves and the New Hampshire Class. Manufacturer Defendants deny that such claim has merit, deny that Plaintiffs can establish the prerequisites of Federal Rule of Civil Procedure 23, deny that class certification is appropriate, and deny all allegations in Paragraph 800 not expressly admitted herein.

801. Defendants engaged in the misrepresentations, omissions, unfair, deceptive, unconscionable and wrongful conduct noted herein regarding Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants object to Paragraph 801's use of the phrase "misrepresentations, omissions, unfair, deceptive, unconscionable and wrongful conduct noted herein," as vague and undefined. This answer to expressly presumes that the "misrepresentations, omissions, unfair, deceptive, unconscionable and wrongful conduct noted herein" referred to are those listed in Paragraph 803. Manufacturer Defendants deny the allegations in Paragraph 801.

802. Defendants engaged in these misrepresentations, omissions, unfair, deceptive, unconscionable and wrongful conduct in order to obtain sales of Defendants' 303 THF Products.

ANSWER: Manufacturer Defendants object to Paragraph 802's use of the phrase "misrepresentations, omissions, unfair, deceptive, unconscionable and wrongful conduct" as vague and undefined. This answer to expressly presumes that the "misrepresentations, omissions, unfair, deceptive, unconscionable and wrongful conduct" referred to are those listed in Paragraph 803. Manufacturer Defendants deny the allegations in Paragraph 802.

803. Defendants' unfair and deceptive conduct, including without limitation, their untrue and misleading labels and advertising, induced consumers to purchase Defendants' 303 THF Products, which are unsafe and not suitable for use in tractors and equipment. Defendants

also failed to adequately warn Plaintiffs and members of the New Hampshire Purchases Class that Defendants' 303 THF Products are not suitable for, and can harm, tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 803.

804. Defendants' actions as described herein were done with conscious disregard of Plaintiffs and the members of the New Hampshire Purchases Class's rights, and Defendants were wanton and malicious in their concealment of the same.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 804

805. Defendants' wrongful business practices constituted, and constitute, a continuing course of conduct and violations because Defendants continue to sell fluid containing used oils and line wash/line flush without adequate warning or disclosure and to continue to represent Defendants' fluids as having characteristics and abilities which the products do not have, and has thus injured and continues to injure Plaintiffs and the members of the New Hampshire Purchases Class.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 805.

806. Plaintiffs and members of the New Hampshire Purchases Class have suffered injury in fact and have lost money and suffered equipment damage as a result of Defendants' deceptive conduct. Plaintiffs and members of the New Hampshire Purchases Class would not have purchased Defendants' 303 THF Products if they had known it was not suitable for their tractors and equipment, did not provide the benefits or protections stated on the label, and could harm their tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 806.

807. As a result of the New Hampshire law violations described herein, Defendants have been, and will be, unjustly enriched by receipt of millions of dollars in monies received from

customers who have purchased and will continue to purchase obsolete and harmful tractor hydraulic fluid made by Defendants Smitty's and Cam2.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 807.

808. Defendants' business practices, as alleged herein, are unfair because: (1) the injury to the consumer is substantial; (2) the injury is not outweighed by any countervailing benefits to consumers or competition; and (3) consumers could not reasonably have avoided the injury because Defendants Smitty's and Cam2 intentionally misled the consuming public by means of label claims, inadequate warnings and other conduct with respect to Defendants' 303 THF Products, all as set forth herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 808.

809. Defendants' business practices as alleged herein are fraudulent because they are likely to deceive customers into believing that Defendants' 303 THF Products were actually useful for the purpose for which they were sold, and because Defendants failed to provide complete and accurate information regarding components of their 303 THF Products and the damage it will cause to tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 809.

810. Plaintiffs and members of the New Hampshire Purchases Class are entitled to an order awarding them restitution of the money wrongfully acquired by Defendants by means of the unfair and deceptive trade practices alleged herein, as well as awarding them other actual and punitive damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 810.

COUNT XLI

**New Jersey Consumer Fraud Act (NJCFA)
N.J. Stat. Ann. § 58: 8-1, et seq. and 56: 8-19**

811. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

812. The NJCFA declares unlawful “the act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby.” N.J.S.A. 56: 8-2.

ANSWER: Paragraph 812 purports to characterize the New Jersey Consumer Fraud Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 812 to the extent they are inconsistent with that statute.

813. Plaintiffs and the New Jersey Purchases Class Members are “persons” as defined by N.J.S.A. 56: 8-1(d).

ANSWER: Paragraph 813 purports to characterize the New Jersey Consumer Fraud Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 813 to the extent they are inconsistent with that statute.

814. Defendants engaged in the “sale” of “merchandise” when they offered for sale and in fact sold to Plaintiffs and the New Jersey Purchases Class Members Defendants’ 303 THF Products. N.J.S.A. 56: 8-1(c) &(e).

ANSWER: Paragraph 814 purports to characterize the New Jersey Consumer Fraud Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 814 to the extent they are inconsistent with that statute.

815. Defendants violated the New Jersey Consumer Fraud Act by virtue of the misrepresentations, deceptions, omissions, and unconscionable acts set forth herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 815.

816. Defendants’ acts were calculated and intentional. At the time of the sale to Plaintiffs and the New Jersey Purchases Class Members, Defendants knew or should have known that Plaintiffs and the New Jersey Purchases Class Members would rely on Defendants’ misrepresentations, deceptions, omissions, and unconscionable acts set forth herein.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 816.

817. Plaintiffs and the New Jersey Purchases Class Members did in fact rely on Defendants’ misrepresentations, deceptions, omissions, and unconscionable acts described herein when purchasing Defendants 303 THF Products. Plaintiffs and the New Jersey Purchases Class Members based their decisions to purchase Defendants’ 303 THF Products in substantial part on the label misrepresentations, deceptions, and omitted material facts.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 817.

818. Defendants' actions described herein are unjust, unfair, materially depart from the standards of good faith, honesty in fact and fair dealing in the public marketplace and are thereby unconscionable under the NJCFA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 818.

819. Defendants' acts caused Plaintiffs and the New Jersey Purchases Class Members to purchase Defendants' worthless and harmful 303 THF Products which they would otherwise not have purchased but for Defendants' unlawful actions.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 819.

820. As a result of Defendants' unconscionable, deceptive, fraudulent, false, unlawful, and/or misrepresentations, Plaintiffs and the New Jersey Purchases Class Members were caused to suffer an ascertainable loss including but not limited to the loss of monies spent on the purchase price of Defendants' 303 THF Products and damage to tractors and equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 820.

821. Defendants' conduct, which caused substantial injury to Plaintiffs and the New Jersey Purchases Class Members, lacks any reasonable, legitimate justification, could have been avoided, and is not outweighed by countervailing benefits to any consumers or competition.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 821.

822. Defendants' act of unconscionable, deceptive, fraudulent, false and/or misleading conduct presents a continuing threat to members of the public in that Defendants continue to induce consumers to purchase tractor hydraulic fluid products such as Ag Fluid and Agriculture Fluid, which is unsafe and not suitable for use in tractors or equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 822.

823. Pursuant to N.J.S.A. 56: 8-8, N.J.S.A. 56: 8-13, and N.J.S.A. 56: 8-19, Plaintiffs and the New Jersey Purchases Class Members are entitled to: (a) actual damages; (b) treble damages; (c) declaratory and injunctive relief, including but not limited to an Order requiring Defendants to cease the acts of misconduct alleged herein; (d) an Order enjoining Defendants from continuing to utilize the deceptive scheme; (e) full restitution and disgorgement by Defendants as a result of its wrongful practices; (f) interest at the highest rate allowable by law; (g) costs; and (h) payment of attorneys' fees.

ANSWER: Manufacturer Defendants deny Paragraph 823 as inconsistent with the Court's March 9, 2022 Order, ECF Nos. 451, which dismissed all claims for injunctive relief. Manufacturer Defendants deny the allegations in Paragraph 823.

COUNT XLII
Wyoming Consumer Protection Act
Wyo. Stat. Ann. § 40-12-109

824. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 824 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 824.

825. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 825 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 825.

826. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 826 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 826.

827. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 827 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 827.

828. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 828 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 828.

829. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 829 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 829.

830. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 830 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 830.

831. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 831 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 831.

832. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 832 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 832.

833. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 833 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 833.

834. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 834 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 834.

835. This paragraph has been intentionally left blank as it previously related to claims the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 835 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 835.

COUNT XLIII
Violations of the Connecticut Production Liability Act
Conn. Gen. Stat. §52-572m, et seq.

836. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

837. Defendants designed, manufactured, marketed, distributed and placed into the stream of commerce the 303 THF Products, said products being used by consumers and purchasers for the ordinary purposes associated with tractor hydraulic fluid.

ANSWER: Manufacturer Defendants admit that Smitty's designed, manufactured, marketed, distributed, and sold Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid and that CAM2 designed, manufactured, marketed, distributed, and sold CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 837, and therefore deny the same.

838. At all relevant times, Defendants knew and intended the 303 THF Products would be used by the general public and knew of the specific uses, purposes and requirements for which

the 303 THF Products would be utilized. Further, by placing the 303 THF Products on the market for sale, Defendants represented that the products would safely operate and perform the purposes for which they were intended and that, in all respects, the 303 THF Products were of merchantable quality.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 838.

839. Plaintiffs purchased the 303 THF Products and at all relevant times the 303 THF Products were used, as intended, by Plaintiffs.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 839.

840. The 303 THF Products were not reasonably safe or suitable for its intended use and was defective as a matter of law with respect to its manufacture, formulation, blending and design, all as described more fully above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 840

841. As a direct and proximate result of the foregoing defects, which were present since the time of manufacture and distribution of the 303 THF Products by Defendants, Plaintiffs suffered financial and economic loss, including amounts paid for the defective 303 THF Products and amounts for repairs and losses associated with increased wear and damage to Plaintiffs' equipment that the 303 THF Products caused or contributed to cause. As such, the defects of the 303 THF Products caused Plaintiffs damage under the ordinary and foreseeable conditions and circumstances of use, making the 303 THF Products defective and not reasonably safe.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 841.

842. At all times relevant hereto, Defendants were product sellers as defined by Connecticut General Statutes, §52-572m, *et seq.*

ANSWER: Paragraph 842 purports to characterize the Connecticut Production Liability Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 842 to the extent they are inconsistent with that statute.

843. At all relevant times, the 303 THF Products were not modified, changed or abused by the Plaintiffs. Plaintiffs at all times used the 303 THF Products in the manner intended and expected by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 843.

844. The damages and losses suffered by Plaintiffs were caused and/or resulted from the acts and/or omissions of Defendants by and through their agents, servants, employees and/or representatives acting within the course and scope of their employment and/or authority for which Defendants are strictly liable pursuant to Connecticut General Statutes, §52-572m, *et seq.*, in that:

- (a) Defendants were in the business of manufacturing and selling the 303 THF Products at issue;
- (b) The 303 THF Products were sold in a defective condition, which was not reasonably safe for use as a tractor hydraulic fluid;
- (c) The defects in the 303 THF Products caused the damages that Plaintiffs have incurred; and
- (d) The 303 THF Products were expected to and did reach the Plaintiffs without substantial change in condition.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 844.

845. The losses and damages sustained by Plaintiffs were caused and/or resulted from the acts and/or omissions of Defendants

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 845.

COUNT XLIV
Indiana Product Liability Act — Design Defect
(Ind. Code §34-20-1-11)

846. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

847. At all relevant times, the Indiana Product Liability Act (“Indiana PLA”) was in full force and effect.

ANSWER: Paragraph 847 contains statements interpreting the Indiana Product Liability Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 847 to the extent they are inconsistent with that statute.

848. Defendants are engaged in the business of designing, manufacturing, distributing, advertising, marketing, promoting, and/or selling tractor hydraulic fluid, and did design, manufacture, distribute, advertise, market, promote and/or sell the tractor hydraulic fluid at issue herein.

ANSWER: Manufacturer Defendants admit that Smitty’s designed, manufactured, marketed, and sold Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid. Manufacturer Defendants admit that Smitty’s designed and manufactured CAM2 Promax 303 Tractor Hydraulic Oil and 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that CAM2 marketed and sold CAM2 ProMax 303 Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants are without sufficient

knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 848, and therefore deny the same.

849. Defendants' 303 THF Products were expected to and did reach the Plaintiffs and Indiana Class Members without substantial change in the condition in which they were manufactured, sold and distributed.

ANSWER: Manufacturer Defendants admit that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were expected to reach consumers without substantial change in the condition in which they were manufactured, sold and distributed. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 849, and therefore deny the same.

850. The 303 THF Products were in a defective and unreasonably dangerous condition when they left Defendants' possession or control in that, under normal conditions, usage and applications, they could not withstand the use for which they were intended, including but not limited to the fact that they contributed to cause increased wear and damage to equipment. Ind. Code § 34-20-2-1 and § 34-20-9-1.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 850.

851. Plaintiffs and Indiana Class Members received the subject 303 THF Products in the conditions in which they were sold and used their 303 THF Products in a manner reasonably intended by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 851.

852. The 303 THF Products were defective because they were not safe for ordinary and intended use; Defendants failed to provide Plaintiffs and Indiana Class Members either directly or indirectly, with adequate and sufficient warning regarding the known or foreseeable risks and dangers inherent in the 303 THF Products; the 303 THF Products contained material design defect and were not reasonably safe due to such defect; the design, methods of manufacture and testing of the 303 THF Products did not conform to generally recognized and prevailing standards or the state of the art in existence at the time the design was made and the 303 THF Products were manufactured; and at the time the 303 THF Products left Defendants' control, the foreseeable risks associated with the 303 THF Products' design exceeded the benefits associated with that design.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 852

853. Plaintiffs and the Indiana Class Members have suffered property damage and other incidental and consequential damages as a direct and proximate result of the defective condition. [Ind. Code § 34-20-2-1.](#)

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 853.

854. Defendant acted with malice, oppression and/or fraud, and in conscious and flagrant disregard of the safety of their consumers, by manufacturing and selling 303 THF fluid known to them to be defective and unreasonably dangerous. As alleged, Defendants knew or should have known that the defect would cause equipment to suffer increased wear and damage. Defendants knew or was repeatedly informed of the serious defect, yet failed to take any remedial action and instead continued to sell this defective product. Given Defendants' conscious disregard for the safety of the public, Plaintiffs and Indiana Class Members seek exemplary or punitive damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 854.

COUNT XLV
Indiana Product Liability Act — Failure to Warn

(Ind. Code §34-20-1-11)

855. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein

856. The defective 303 THF Products were designed, manufactured and sold by Defendants in the regular course of business and were expected to and did reach Plaintiffs and Indiana Class Members without substantial change in the condition in which they were manufactured, sold and distributed.

ANSWER: Manufacturer Defendants admit that Smitty's designed, manufactured, marketed and sold Super S Super Trac 303 Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid. Manufacturer Defendants admit that Smitty's designed and manufactured CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that CAM2 marketed and sold CAM2 ProMax 303 Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were expected to reach consumers without substantial change in the condition in which they were manufactured, sold and distributed, but deny that any were defective. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 856, and therefore deny the same.

857. The 303 THF Products were in a defective and unreasonably dangerous condition when they left Defendants' possession or control because under normal conditions, usage and

applications, they could not withstand the use for which they were intended, including but not limited to the fact that they caused increased wear and damage to equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 857.

858. Plaintiffs and Indiana Class Members received the 303 THF Products in the same conditions in which they were sold, and used their 303 THF Products in a manner reasonably intended by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 858.

859. Defendants had no reason to believe that purchasers of its 303 THF Products would be aware of the foreseeable harm associated with use of them.

ANSWER: Manufacturer Defendants deny that any foreseeable harm is associated with use of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants further deny the remaining allegations in Paragraph 859.

860. Pursuant to [Ind. Code § 34-20-2-2](#) and § 34-20-4-2, prior to and after distributing the 303 THF Products to Plaintiffs and Indiana Class Members, Defendants had a legal duty to warn them about the defect in the 303 THF Products and the dangers that such defects would pose.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 860.

861. As a direct and proximate result of Defendants' failure to warn of the defective and unreasonably dangerous condition and design of the 303 THF Products, Plaintiffs and Indiana Class Members suffered property damage and other incidental and consequential damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 861.

862. This Action was brought within ten years of the date Plaintiffs purchased their 303 THF Products, so it is timely pursuant to Ind. PLA § 34-2-3-1(a).

ANSWER: Paragraph 862 purports to characterize the Indiana Product Liability Act and of the Complaint in this action. Those documents speak for themselves and are the best evidence of their contents. Manufacturer Defendants deny the allegations of Paragraph 862 to the extent they are inconsistent with those documents.

COUNT XLVI
Kansas Products Liability Act — Design Defect

863. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

864. At the time the subject 303 THF Products were formulated, blended, manufactured and sold by Defendants, the products were not reasonably safe or suitable for their intended use and were defective as a matter of law with respect to their manufacture, formulation, blending and design, all as described more fully above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 864.

865. The defective condition of the 303 THF Products existed at the time they left Defendants' control.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 865.

866. As a direct and proximate result of the foregoing defects, Plaintiffs were caused and will continue to be caused to suffer financial and economic loss, including amounts paid for the defective 303 THF Products and amounts for repairs and losses associated with increased wear and damage to Plaintiffs' equipment that the 303 THF Products caused or contributed to cause.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 866.

867. Defendants are strictly liable to Plaintiffs for designing, manufacturing, marketing, labeling, packaging and selling the defective 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 867.

COUNT XLVII
Kansas Products Liability Act — Failure to Warn

868. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

869. Plaintiffs and Kansas Class Members (or others) used the 303 THF Products in a manner that was reasonably anticipated by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 869.

870. The defective 303 THF Products were designed, manufactured, and sold by Defendants in the regular course of business and were expected to and did reach Plaintiffs and Kansas Class Members without substantial change in the condition in which they were manufactured, sold and distributed.

ANSWER: Manufacturer Defendants deny that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil were defective. Manufacturer Defendants admit that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were expected to reach consumers without substantial change in the condition in which they were manufactured, sold and distributed. Manufacturer Defendants are

without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 870, and therefore deny the same.

871. The 303 THF Products were in a defective and unreasonably dangerous condition when they left Defendants' possession or control because under normal conditions, usage and applications, they could not withstand the use for which they were intended, including but not limited to the fact that they caused increased wear and damage to equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 871.

872. Defendants had no reason to believe that consumers of its 303 THF Products would be aware of the foreseeable harm associated with use of them.

ANSWER: Manufacturer Defendants deny that any foreseeable harm is associated with use of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants further deny the remaining allegations in Paragraph 872.

873. Prior to and after distributing the 303 THF Products to Plaintiffs and Kansas Class Members, Defendants had a legal duty to warn them about the defects in the 303 THF Products and the dangers that such defects would pose.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 873.

874. Prior to and after distributing the 303 THF Products to Plaintiffs and Kansas Class Members, Defendants and its agents who sold the 303 THF Products failed to use reasonable care to provide an adequate warning of the defects to Plaintiffs and Kansas Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 874.

875. As a direct and proximate result of Defendants' failure to warn of the defective and unreasonably dangerous condition and design of the 303 THF Products, Plaintiffs and Kansas Class Members suffered property damage and other incidental and consequential damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 875.

876. The cause of such damages arose and arises from reasonably anticipated use of the 303 THF Products, occurred and occurs with great frequency, and caused and causes severe damage.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 876.

COUNT XLVIII
Ohio Products Liability Act
Strict Liability — Design Defect (ORC §2307.75, *et. seq.*)

877. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

878. The 303 THF Products were not reasonably safe or suitable for its intended use and was defective as a matter of law with respect to its manufacture, formulation, blending and design, all as described more fully above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 878.

879. As a direct and proximate result of the foregoing defects, Plaintiffs were caused and will continue to be caused to suffer financial and economic loss, including amounts paid for the defective 303 THF Products and amounts for repairs and losses associated with increased wear and damage to Plaintiffs' equipment that the 303 THF Products caused or contributed to cause.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 879.

880. Defendants are strictly liable to Plaintiffs for designing, manufacturing, marketing, labeling, packaging and selling the defective 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 880.

COUNT XIIX
Ohio Products Liability Act
Strict Liability — Manufacturing Defect (ORC §2307.74, et. seq.)

881. This paragraph has been intentionally left blank as it previously related to a claim the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 881 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 881.

882. This paragraph has been intentionally left blank as it previously related to a claim the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 882 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 882.

883. This paragraph has been intentionally left blank as it previously related to a claim the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 883 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 883.

884. This paragraph has been intentionally left blank as it previously related to a claim the Court dismissed in its Order of March 9, 2022. ([Docket No. 451](#)).

ANSWER: Paragraph 884 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, ECF No. 451-52. Accordingly, Manufacturer Defendants need not respond to Paragraph 884.

COUNT L
Ohio Products Liability Act
Strict Liability — Defect Due to Nonconformance with Representation
(ORC §2307.74, *et. seq.*)

885. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

886. Defendants expected and intended the 303 THF Products to reach users such as Plaintiffs in the condition in which the 303 THF Products were sold.

ANSWER: Manufacturer Defendants admit that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were expected to reach consumers without substantial change in the condition in which they were manufactured. Manufacturer Defendants deny the remaining allegations in Paragraph 886.

887. Defendants 303 THF Products' labels made representations to Plaintiffs about the nature and intended use of the 303 THF Products. Among other things, the 303 THF Product labels represented to Plaintiffs that the 303 THF Products were suitable for use as tractor hydraulic fluid, would work as a fluid in the equipment manufactured by the manufacturers listed on the product label, and possessed the performance properties listed on the labels.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 887.

888. At the time of purchase, Plaintiffs reasonably and justifiably relied on the label representations, including the representation that the fluid was suitable for use as a tractor hydraulic fluid.

ANSWER: Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the allegations in Paragraph 888, and therefore deny the same.

889. As a direct and proximate result of Defendants' representations about the 303 THF Product, Plaintiffs suffered injuries and damages as described more fully above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 889.

890. Defendants are strictly liable to Plaintiffs for designing, manufacturing, marketing, labeling, packaging and selling the defective 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 890.

COUNT LI
Strict Liability — Tennessee Products Liability Act

891. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

892. Defendants designed, manufactured, marketed, distributed and placed into the stream of commerce the 303 THF Products, said products being used by consumers and purchasers for the ordinary purposes associated with tractor hydraulic fluid.

ANSWER: Manufacturer Defendants admit that Smitty's designed, manufactured, marketed, and sold Super S Super Trac 303 Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid. Manufacturer Defendants admit that Smitty's designed and

manufacturer CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admits that CAM2 designed, manufactured, marketed, and sold CAM2 ProMax 303 Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 892, and therefore deny the same.

893. Defendants are manufacturers and sellers under the terms of Tenn. Stat. § 29-28-102.

ANSWER: Paragraph 893 purports to characterize the Tennessee Products Liability Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 893 to the extent they are inconsistent with that statute.

894. At all relevant times, Defendants knew and intended the 303 THF Products would be used by the general public and knew of the specific uses, purposes and requirements for which the 303 THF Products would be utilized. Further, by placing the 303 THF Products on the market for sale, Defendants represented that the products would safely operate and perform the purposes for which they were intended and that, in all respects, the 303 THF Products were of merchantable quality.

ANSWER: Manufacturer Defendants admit that Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were of merchantable quality and safe for their intended uses. Manufacturer Defendants deny the remaining allegations in Paragraph 894.

895. Plaintiffs purchased the 303 THF Products and at all relevant times the 303 THF Products were used, as intended, by Plaintiffs.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 895.

896. The 303 THF Products were not reasonably safe or suitable for its intended use and was defective as a matter of law with respect to its manufacture, formulation, blending and design, all as described more fully above.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 896.

897. As a direct and proximate result of the foregoing defects, which were present since the time of manufacture and distribution of the 303 THF Products by Defendants, Plaintiffs suffered harm, including financial and economic loss, amounts paid for the defective 303 THF Products and physical damage to property as defined by the Tennessee Product Liability Act, including amounts for repairs and losses associated with increased wear and damage to Plaintiffs' equipment that the 303 THF Products caused or contributed to cause. As such, the defects of the 303 THF Products caused Plaintiffs damage under the ordinary and foreseeable conditions and circumstances of use, making the 303 THF Products defective and not reasonably safe.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 897.

898. At all relevant times, the 303 THF Products were not modified, changed or abused by the Plaintiffs. Plaintiffs at all times used the 303 THF Products in the manner intended and expected by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 898.

899. The damages and losses suffered by Plaintiffs were caused and/or resulted from the acts and/or omissions of Defendants by and through their agents, servants, employees and/or representatives acting within the course and scope of their employment and/or authority for which Defendants are strictly liable, in that:

- (a) Defendants were in the business of manufacturing and selling the 303 THF Products at issue;
- (b) The 303 THF Products were sold in a defective condition, which was not reasonably safe for use as a tractor hydraulic fluid;
- (c) Defendants failed to use reasonable care to provide an adequate warning of the defects to Plaintiffs and Tennessee Class Members.
- (d) The defects in the 303 THF Products caused the physical harm and damages that Plaintiffs have incurred; and
- (e) The 303 THF Products were expected to and did reach the Plaintiffs without substantial change in condition.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 899.

900. The losses and damages sustained by Plaintiffs were caused and/or resulted from the acts and/or omissions of Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 900.

COUNT LII

Louisiana Products Liability Act — Breach of Express Warranties

901. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

902. In addition to any and all damages, attorneys' fees and other remedies made available to Plaintiffs and Louisiana Class Members under the warranty of fitness and/or redhibitory defects, Defendants are liable to Plaintiffs and Louisiana Class Members under the Louisiana Products Liability Act ("LPLA"), La. R.S. 9: 2800.51, *et seq.*

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 902.

903. Defendants are each a manufacturer for purposes of the LPLA, and the subject 303 THF Products are products for the purposes of the LPLA.

ANSWER: Paragraph 903 purports to characterize the Louisiana Products Liability Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 903 to the extent they are inconsistent with that statute.

904. Plaintiffs and Louisiana Class Members (or others) used the 303 THF Products in a manner that was reasonably anticipated by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 904.

905. The defective 303 THF Products were designed, manufactured, and sold by Defendants in the regular course of business and were expected to and did reach Plaintiffs and Louisiana Class Members without substantial change in the condition in which they were manufactured, sold, and distributed.

ANSWER: Manufacturer Defendants admit that Smitty's designed, manufactured, marketed, and sold Super S Super Trac 303 Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid. Manufacturer Defendants admit that Smitty's designed and manufacturer CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that CAM2 marketed and sold CAM2 ProMax 303 Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were expected to reach consumers without substantial change in the condition in which they were

manufactured, sold and distributed, but deny that any were defective. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 905, and therefore deny the same.

906. The 303 THF Products were in a defective and unreasonably dangerous condition when they left Defendants' possession or control because under normal conditions, usage, and applications, they could not withstand the use for which they were intended, including but not limited to the fact they are manufactured using line wash and other improper ingredients, not suitable for use as tractor hydraulic fluid and cause increased wear and damage to equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 906.

907. Defendants makes express warranties regarding its 303 THF Products. For example, Defendants expressly warrant that its 303 THF Products are suitable for use as a tractor hydraulic fluid, contains certain performance properties and may be used as a fluid in equipment manufactured by a list of manufacturers contained on the product labels.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 907.

908. The 303 THF Products are, in all cases, not reasonably safe by virtue of the previously alleged defects. The defects do not in any way contribute to or enhance the utility of the 303 THF Product but instead pose a material risk to property, the economic value of such property, and the financial wellbeing of the owners of such property.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 908.

909. The defects constitute material defects and/or component malfunctions, and otherwise deviate materially from express warranties made by Defendants. The 303 THF Products were in a defective and unreasonably dangerous condition when they left Defendants' possession or control in that, under normal conditions, usage and applications, they could not withstand the

use for which they were intended, including but not limited to the fact that they cause increased wear and damage to equipment. These defects run contrary to express warranties made by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 909.

910. The unsafe defects have caused damages to Plaintiffs' and Louisiana Class Members' property, the economic value of such property, and the financial wellbeing of the owners of such property.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 910.

911. Defendants are liable to Plaintiffs and Louisiana Class Members for all available damages pursuant to the LPLA for breach of express warranties.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 911.

COUNT LIII
Louisiana Products Liability Act — Design Defect

912. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

913. In addition to any and all damages, attorneys' fees and other remedies made available to Plaintiffs and Louisiana Class Members under the warranty of fitness and/or redhibitory defects, Defendants are liable to Plaintiffs and Louisiana Class Members under the LPLA.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 913.

914. Defendants are each a manufacturer for purposes of the LPLA, and the subject 303 THF Products are products pursuant to the LPLA.

ANSWER: Paragraph 914 purports to characterize the Louisiana Products Liability Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 914 to the extent they are inconsistent with that statute.

915. Plaintiffs and Louisiana Class Members (or others) used the 303 THF Products in a manner that was reasonably anticipated by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 915.

916. The defective 303 THF Products were designed, manufactured, and sold by Defendants in the regular course of business and were expected to and did reach Plaintiffs and Louisiana Class Members without substantial change in the condition in which they were manufactured, sold and distributed.

ANSWER: Manufacturer Defendants admit that Smitty's designed, manufactured, marketed, and sold Super S Super Trac 303 Tractor Hydraulic Fluid and Super S 303 Tractor Hydraulic Fluid. Manufacturer Defendants admit that Smitty's designed and manufactured CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that CAM2 marketed and sold CAM2 ProMax 303 Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were expected to reach consumers without substantial change in the condition in which they were manufactured, sold and distributed, but deny that any were defective. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 916, and therefore deny the same.

917. The 303 THF Products were in a defective and unreasonably dangerous condition when they left Defendants' possession or control because under normal conditions, usage and applications, they could not withstand the use for which they were intended, including but not limited to the fact that they caused increased wear and damage to equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 917.

918. Defendants 303 THF Products are unreasonably dangerous in design, in that, at the time that the 303 THF Products left Defendants' control, there existed an alternative design for the product that was capable of preventing Plaintiffs' and Louisiana Class Members' damages, and the likelihood of the defects causing Plaintiffs' and Louisiana Class Members' damages and the gravity of such harm outweighed the burden (if any) on Defendants in adopting such alternate design and the adverse effect (if any) on the utility of the 303 THF Products.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 918.

919. As a direct and proximate result of the alleged design defects, in all cases, of Defendants' 303 THF Products, Plaintiffs and Louisiana Class Members suffered property damage and other incidental and consequential damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 919.

920. Defendants are liable to Plaintiffs and Louisiana Class Members for all available damages pursuant to the LPLA for the alleged design defects.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 920.

COUNT LIV
Louisiana Products Liability Act — Failure to Warn

921. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Manufacturer Defendants incorporate their answers to all other paragraphs of the 5th ACC as if fully set forth herein.

922. In addition to any and all damages, attorneys' fees and other remedies made available to Plaintiffs and Louisiana Class Members under the warranty of fitness and/or redhibitory defects, Electrolux is liable to Plaintiffs and Class Members under the LPLA.

ANSWER: Manufacturer Defendants answer Paragraph 922 with the express assumption that "Electrolux" as used therein is meant to read "Defendants." Manufacturer Defendants deny the allegations in Paragraph 922.

923. Defendants are each a manufacturer for purposes of the LPLA, and the subject 303 THF Products are products pursuant to the LPLA.

ANSWER: Paragraph 923 purports to characterize the Louisiana Products Liability Act. That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 923 to the extent they are inconsistent with that statute.

924. Plaintiffs and Louisiana Class Members (or others) used the 303 THF Products in a manner that was reasonably anticipated by Defendants.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 924.

925. The defective 303 THF Products were designed, manufactured, and sold by Defendants in the regular course of business and were expected to and did reach Plaintiffs and Louisiana Class Members without substantial change in the condition in which they were manufactured, sold and distributed.

ANSWER: Manufacturer Defendants admit that Smitty's designed, manufactured, marketed, and sold Super S Super Trac 303 Tractor Hydraulic Fluid and Super S 303

Tractor Hydraulic Fluid. Manufacturer Defendants admit that Smitty's designed and manufacturer CAM2 Promax Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that CAM2 marketed and sold CAM2 ProMax 303 Tractor Hydraulic Oil and CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants admit that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and CAM2 303 Tractor Hydraulic Oil were expected to reach consumers without substantial change in the condition in which they were manufactured, sold and distributed, but deny that any were defective. Manufacturer Defendants are without sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations in Paragraph 925, and therefore deny the same.

926. The 303 THF Products were in a defective and unreasonably dangerous condition when they left Defendants' possession or control because under normal conditions, usage and applications, they could not withstand the use for which they were intended, including but not limited to the fact that they caused increased wear and damage to equipment.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 926.

927. Defendants had no reason to believe that consumers of its 303 THF Products would be aware of the foreseeable harm associated with use of them.

ANSWER: Manufacturer Defendants deny that any foreseeable harm is associated with use of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil. Manufacturer Defendants further deny the remaining allegations in Paragraph 927.

928. Prior to and after distributing the 303 THF Products to Plaintiffs and Louisiana Class Members, Defendants had a legal duty to warn them about the defects in the 303 THF Products and the dangers that such defects would pose.

ANSWER: Manufacturer Defendants deny that Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil were defective or dangerous. Paragraph 928 purports to characterize the Louisiana Products Liability Act That statute speaks for itself and is the best evidence of its contents. Manufacturer Defendants deny the allegations of Paragraph 928 to the extent they are inconsistent with that statute.

929. Prior to and after distributing the 303 THF Products to Plaintiffs and Louisiana Class Members, Defendants and its agents who sold the 303 THF Products failed to use reasonable care to provide an adequate warning of the defects to Plaintiffs and Louisiana Class Members.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 929.

930. As a direct and proximate result of Defendants' failure to warn of the defective and unreasonably dangerous condition and design of the 303 THF Products, Plaintiffs and Louisiana Class Members suffered property damage and other incidental and consequential damages.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 930.

931. The cause of such damages arose and arises from reasonably anticipated use of the 303 THF Products, occurred and occurs with great frequency, and caused and causes severe damage.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 931.

932. Defendants are liable to Plaintiffs and Louisiana Class Members for all available damages pursuant to the LPLA for failure to warn.

ANSWER: Manufacturer Defendants deny the allegations in Paragraph 932.

**INITIAL FACTS REGARDING INVOLVEMENT
OF OWNERS ED SMITH AND CHAD TATE**

933. Plaintiffs incorporate by reference all other paragraphs of this 5th ACC as if fully set forth herein.

ANSWER: Paragraph 933 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 933.

934. Smitty's is not a publicly traded company, but rather a privately-owned family business completely controlled and directed by Ed Smith and Chad Tate.

ANSWER: Paragraph 934 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 934.

935. Ed Smith and Chad Tate were directly involved in developing and sanctioning Smitty's deceptive and illegal activities described herein, and they each participated in decisions to mislead purchasers and the public about the 303 THF Products, as described herein.

ANSWER: Paragraph 935 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 934.

936. Ed Smith and Chad Tate knew and directed that line flush, used oils, and other waste oil be disposed of by Defendants' using those materials in the manufacturing of the 303 THF Products. Ed Smith and Chad Tate also each knew about the true nature and contents of the 303 THF Products (i.e., that they were not even tractor hydraulic fluid, that they met no OEM

specifications, and that they did not provide the benefits listed on the label), and each directed that such nature be concealed and not disclosed on the 303 THF Products labels.

ANSWER: Paragraph 936 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 935.

937. Instead, the 303 THF Product labels represented to purchasers that the products were tractor hydraulic fluids and that the products met or had equivalency to the John Deere 303 specification and specifications of the other manufacturers listed on the product labels. Ed Smith and Chad Tate each knew and intended that purchasers would rely on the deceptive labels on the 303 THF Products.

ANSWER: Paragraph 937 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 937.

938. Defendants' deliberate actions to mislead purchasers and the public about how the 303 THF Products were/are manufactured using large percentages of line flush and used oils, and Defendants' deliberate actions to mislead purchasers and the public about the true nature and contents of the 303 THF Products (i.e., that the products were not tractor hydraulic fluids, met no OEM specifications, and did not provide the benefits listed on the label) were orchestrated, directed and ratified by Ed Smith and Chad Tate since at least December of 2013.

ANSWER: Paragraph 938 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 938.

939. Ed Smith and Chad Tate each individually profited from the deceptive and illegal conduct of Smitty's with regard to the 303 THF Products. As owners with control over Smitty's operations, each was specifically enriched by the monies paid by purchasers of the 303 THF Products.

ANSWER: Paragraph 939 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, [ECF No. 452](#), and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 939.

940. This paragraph is intentionally left blank, as paragraph 7 from the 4th ACC related to claims the Court dismissed in its Order of March 9, 2022 ([Docket No. 452](#)).

ANSWER: Paragraph 940 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 940.

941. This paragraph is intentionally left blank, as paragraph 7 from the 4th ACC related to claims the Court dismissed in its Order of March 9, 2022 ([Docket No. 452](#)).

ANSWER: Paragraph 941 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 941.

942. This paragraph is intentionally left blank, as paragraph 7 from the 4th ACC related to claims the Court dismissed in its Order of March 9, 2022 ([Docket No. 452](#)).

ANSWER: Paragraph 942 is intentionally left blank because it related solely to claims that were dismissed by the Court in its March 9, 2022 Orders, [ECF No. 451-52](#). Accordingly, Manufacturer Defendants need not respond to Paragraph 942.

**ADDITIONAL FACTS REGARDING THE DIRECT INVOLVEMENT OF
ED SMITH AND CHAD TATE**

943. Ed Smith and Chad Tate received and approved 303 THF product information sheets, brochures, labels and other marketing materials for Manufacturer Defendants' 303 THF Products which contained multiple false statements regarding benefits, applications, characteristics, and contents of the product.

ANSWER: Paragraph 943 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 943.

944. Throughout the entire Class Period, Ed Smith and Chad Tate specifically knew that there were no specifications available for the obsolete John Deere 303 OEM specification.

ANSWER: Paragraph 944 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 944.

945. Throughout the entire Class Period, Ed Smith and Chad Tate were aware that Manufacturer Defendants' 303 THF Products did not meet the specifications for John Deere 303 or any other OEM specification. For example:

- a. In July of 2011, Ed Smith sent an email to another Smitty's employee regarding the sale of fluid to a third-party, and told the employee to make the sale, while also advising the employee "what we put in our 303 pail ... technically does not meet the 40 yr old spec of 303."
- b. Chad Tate admitted in deposition testimony that Smitty's called the Smitty's 303 THF Product "303" with no idea as to whether or not the John Deere 303 specification was actually met, and Chad Tate received an email in November 2013 from additive company Afton that contained a summary of the evolution of some of John Deere's fluids and that advised Chad Tate and Smitty's there was no specification available for John Deere 303.

ANSWER: Paragraph 945 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 945.

946. Throughout the entire Class Period, Ed Smith and Chad Tate knew that the 303 THF Products had no additive company and/or other approval for Defendants' 303 THF formula, specifications, and/or ingredients.

ANSWER: Paragraph 946 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 946.

947. Ed Smith and Chad Tate directed and approved that Defendants' 303 THF Products be made with line wash and other inappropriate ingredients referenced herein. Each specifically directed that Manufacturer Defendants accept and use inferior and inappropriate ingredients in Manufacturer Defendants' 303 THF Products. For example:

- a. On June 4, 2013, Ed Smith received an email about purchasing six trucks of transformer oil that was previously turned down by another customer; Mr. Smith forwarded the email to Matt Saragusa with the directive that Saragusa pursue purchasing the oil.
- b. On March 31, 2015, Ed Smith was sent information regarding the prospect of purchasing used transformer oils. Although the company selling the oils stated that they cannot say that they would pass oxidation tests and would thus not meet the specifications, Ed Smith continued to pursue the purchase.
- c. On August 30, 2016, Matt Saragusa noted in an email to other employees that Chad Tate ordered blending to move forward on an ingredient purchase: "He said we have to find a place to utilize this. I told him we're limited because we have sediment issues with it. We've about maxed out its value."

ANSWER: Paragraph 947 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 947.

948. Ed Smith routinely waived inspections on loads of line flush, used turbine oil, used transformer oil, and other junk oil that were shipped to Smitty's Roseland Facility and then used as ingredients in Defendants' 303 THF Products. For example:

- a. In February of 2014, Smitty's purchased used transformer oil, with Smitty's waiving inspection, "per Ed Smith."
- b. In September of 2015, Smitty's purchased used transformer oil from trucker John Scoggins, calling it "60 VIS," with Smitty's waiving inspection, "per Ed Smith."
- c. In February of 2016, Smitty's purchased from Shell line flush referred to as "cut oil," with Smitty's waiving inspection, "per Ed Smith."
- d. In February of 2018, Smitty's purchased used transformer oil, with Smitty's waiving inspection, "per Ed Smith."

ANSWER: Paragraph 948 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 948.

949. Ed Smith and Chad Tate received multiple complaints regarding sediment and other problems with Manufacturer Defendants' 303 THF Products as well as with private label 303 products made by Manufacturer Defendants for others.

ANSWER: Paragraph 949 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 949.

950. Ed Smith and Chad Tate knew that the sediment and other issues being experienced by customers with Manufacturer Defendants' 303 THF Products and private label 303 products were due to Manufacturer Defendants' use of inappropriate ingredients such as line wash and used oils.

ANSWER: Paragraph 950 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 950.

951. Ed Smith and Chad Tate knew that Manufacturer Defendants' 303 THF Products had the potential to and/or were actually causing serious damage to Plaintiffs' and Class Members' tractors and other equipment, yet callously continued mixing and selling this junk oil as Manufacturer Defendants' 303 THF Products.

ANSWER: Paragraph 951 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 951.

952. In addition to doing so for their personal monetary gain, Ed Smith and Chad Tate engaged in these wrongful actions in order to obtain a larger segment of the market of line flush and used oils, as well as to gain monetarily from their interests in other companies involved in the generation, sale, procurement, and/or distribution of junk oil such as line flush and used oils. Furthermore, using waste materials allowed Defendants to lower production costs. For example:

- a. A May 23, 2016 Smitty's email noted the "reason why we are able to sell those products at the numbers we sell them is because they have flush oil in them," "line wash is what it is," the "moral of the story is that not much flush is good as is," and that the 303 tanks at Roseland are where "dilution is the solution."

ANSWER: Paragraph 952 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 952.

953. Following the State of Missouri's ban on the sale of 303 THF Products, Smitty's Technical Director Jeremy Schenk advised upper management of problems with the product labels and the product not meeting any specifications, as set forth in paragraph 174(b), above. Schenk

and Matt Saragusa explained to upper management that the State of Missouri believed that label language saying “recommended for” with respect to a tractor hydraulic fluid was misleading.

ANSWER: Paragraph 953 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 953.

954. Instead of agreeing to correct the label, Smitty’s Executive Vice President of Sales John Lorio responded to Schenk’s email as follows: “Thought we would say recommended for; and not that it meets a certain spec?” Jeremy Schenk recognized that Mr. Lorio’s response was contrary to what the Missouri Department of Agriculture has just advised Mr. Lorio and Smitty’s: that a company must have test results if it is going to claim to be meeting any OEM specs on its label.

ANSWER: Paragraph 954 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 954.

955. Throughout 2018 and 2019, the labels for Defendants’ 303 THF Products continued to falsely list the John Deere 303 and other OEM specifications, with Mr. Lorio, Chad Tate, and Ed Smith rejecting the recommendations of Matt Saragusa and Jeremy Schenk and the admonitions of the State of Missouri.

ANSWER: Paragraph 955 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 955.

956. Throughout 2018 and 2019, Chad Tate still directed that Defendants continue to sell 303 Products throughout the United States, despite being reminded that fluids meeting obsolete specifications could cause damage to equipment. For example:

- a. On November 13, 2017, Tate emailed Tractor Supply Company and admitted that Ron Hayes and the Missouri Department of Agriculture were correct with regard to the non-existence of any John Deere 303 specifications, noting as follows:

“Per my conversation with Seth, Ron was correct when he stated there was no specific specification for 303. I sent Seth a presentation from Afton that outlines the John Deere specifications and timelines. The 303 was replaced by J14 and if anything was manufactured today with the J14 specification you would have damage to equipment. Do you have time for a brief call to explain?”

ANSWER: Paragraph 956 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 956.

**THE 303 PRODUCTS’ “MISAPPLICATION” LANGUAGE AND LOCATION
WAS DECEPTIVE AND MISLEADING**

957. The “misapplication” language listed in small font on the bottom rear of the 303 THF Products was not added to the SuperTrac 303 and Cam2 Promax 303 5-gallon bucket labels until sometime after 2012. Even after it was added, it was deceptive and misleading in its language and location. The language was confusing, unclear, inconsistent with all the label information that preceded it, and inconsistent with the more modern equipment on the front of the bucket labels. Defendants have admitted the deceptive and misleading nature of the “misapplication” language in deposition testimony taken in this litigation.

ANSWER: Paragraph 957 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 957.

958. For example, in 2017 Matt Saragusa recommended to Smitty's management that if the 303 THF Products were going to continue to be sold, the misapplication language should be moved to the front of the 5-gallon buckets so it could be seen. Smitty's refused to move the misapplication language to the front of the label, and instead continued to sell Defendants' 303 THF Products in states other than Missouri (which had by then banned any sales) with the "misapplication" language still buried on the lowest part of the back of the label. Mr. Saragusa testified as follows:

Q: And so did Mr. Tate and Mr. Lorio disagree with the idea of putting that on the front of the label?

A: They didn't put it on there. I - I told them and they did what they were going to do.

Q: So you recommended that if Smitty's believed that there was information the consumer needed to know about what year, what model year this could be used in, it should be on the front of the label, right?

A: That's correct.

Q: And you told that to Mr. Tate and Mr. Lorio.

A: That's correct.

Q: And we know from Exhibit 43, which is the new label that came out after these discussions, that that language didn't get on the front of the label, right?

A: That's right.

* * * * *

Q: And my question was, you were concerned that you were giving the customer a bunch of information about the benefits of the uses of the tractor and they might not read all the way past all that stuff down to the back of the label, at the very bottom, right?

A: That's correct.

Q: And am I also right that you were concerned that the information that the information that the consumers were receiving about the product's

suitability for use in equipment that you see on the front of the label and in the back, with the manufacturers and the performance benefits, that that was inconsistent with what was being listed on the bottom of the label.

A: That's correct.

Q: And, obviously, the front of the label doesn't say anywhere that this product shouldn't be used in equipment prior to 1974 or 1977, right?

A: That's correct.

ANSWER: Paragraph 958 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 958.

959. In addition to its placement in smaller print on the lower back portion of the 303 THF Products labels and inconsistencies with other information in the label, Defendants' have admitted the misapplication language itself was vague and inadequate.

ANSWER: Paragraph 959 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 959.

960. In this litigation, Technical Director Matt Saragusa and former part-owner David Smith both testified they did not know what the "misapplication" language referenced or meant.

ANSWER: Paragraph 960 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 960.

961. In this litigation, Smitty's President Chad Tate testified that he is not sure what the consumer would assume by reading the old label's misapplication language. The language merely stated the product was not "recommended for," as opposed to clearly stating the product should

not be used in equipment made after 1974. Further, the language did not note any possibility of harm to equipment.

ANSWER: Paragraph 961 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 961.

962. After the State of Missouri's ban on 303 fluid in 2017, Smitty's eventually changed the misapplication language on the back of the 303 label to replace the words "not recommended" with "not suitable" and also to mention "harm" to equipment, an act that acknowledged the inadequate nature of the language, but the new misapplication language was still not appropriate in content or placement.

ANSWER: Paragraph 962 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 962.

963. Like Mr. Saragusa and Mr. Tate, a reasonable consumer would not understand or know what the "misapplication" language meant, even if they could locate it.

ANSWER: Paragraph 963 relates solely to a claim that was dismissed by the Court in its March 9, 2022 Order, ECF No. 452, and to individuals who are no longer parties to this litigation. Accordingly, Defendants need not respond to Paragraph 963.

DEFENSES AND AFFIRMATIVE DEFENSES

While Manufacturer Defendants deny the allegations pleaded in the Fifth Amended Consolidated Complaint as stated above, Manufacturer Defendants raise the following additional defenses. Inclusion of such defenses is not intended to shift the burdens of proof or persuasion imposed by law. Moreover, inclusion shall not be deemed an admission of liability, damages, or

other essential elements of Plaintiffs' claims, but rather as alternative or additional defenses that may bar or otherwise limit recovery.

1. Plaintiffs' 5th ACC has not alleged, and cannot allege, facts sufficient to establish personal jurisdiction over the Manufacturer Defendants. All of the Manufacturer Defendants' personal jurisdiction arguments in their prior Motions to Dismiss, ECF Nos. 77, 279, 284, 344, are expressly incorporated herein. Manufacturer Defendants further state that Plaintiffs' 5th ACC has not alleged, and cannot allege, facts sufficient to establish personal jurisdiction over the Manufacturer Defendants in several states where the underlying actions will be remanded following consolidated pre-trial proceedings. In particular, Manufacturer Defendant CAM2 International, LLC does not have sufficient contacts with Arkansas, California, Kansas, Kentucky, Massachusetts, Maine, Michigan, Missouri, Nebraska, New Hampshire, New Mexico, Nevada, and South Dakota for the exercise of personal jurisdiction in those states. Similarly, Manufacturer Defendant Smitty's Supply, Inc. does not have sufficient contacts with Massachusetts, Maine, North Dakota, Nebraska, New Hampshire, Nevada, South Dakota, and Wyoming for the exercise of personal jurisdiction in those states.

2. Plaintiffs' 5th ACC fails to state a claim upon which relief can be granted against Manufacturer Defendants. Each of these reasons was set forth in the Manufacturer Defendants' Motion to Dismiss and/or Motion to Dismiss the Fourth Amended Consolidated Complaint, all of which is expressly incorporated herein and applies to the 5th ACC because the 5th ACC retains the same claims and parties. *See* ECF Nos. 77, 279, 284, 344. The twenty-three new parties in the 5th ACC are also subject to the same arguments in Manufacturer Defendants' Motion to Dismiss and/or Motion to Dismiss the Fourth Amended Consolidated Complaint. *Id.* Additionally, the 5th ACC fails to state a claim for three other reasons.

- a. First, the 5th ACC fails federal notice pleading standards by utilizing group pleading of individual and entity plaintiffs without any facts establishing which Plaintiff entity or which individual Plaintiff (or, both and to what extent for each) allegedly purchased Defendants' 303 THF and/or owned, operated, or repaired the allegedly damaged equipment at issue.
- b. Second, the 5th ACC fails to state a claim as to the Plaintiff entities that lack standing to pursue claims under state consumer protection statutes. These claims include, but are not limited to, California's Consumer Legal Remedies Act ("CLRA") and Kansas' Consumer Protection Act ("KCPA"). Specifically, the CLRA and KCPA only apply to individuals and/or do not apply some or all corporate entities. As limited liability companies, neither Plaintiff Soils to Grow, LLC nor Plaintiff Watermann Land and Cattle, LLC have standing to pursue claims under the CLRA and KCPA, respectively.
- c. Third, the 5th ACC fails to allege facts establishing that the twenty-three entity parties could in fact pursue claims under state consumer protection statutes that require purchases be made primarily for personal, family, household, or other similar purposes. The 5th ACC has not met federal notice pleading standards establishing that the alleged purchases by the twenty-three entity parties were in fact made primarily for personal, family, household, or other similar purposes. Accordingly, those twenty-three entities fail to state claims under the consumer protection statutes requiring such purposes.

3. Plaintiffs' claims are barred by the applicable Statutes of Limitation, including but not limited to, those discussed in Manufacturer Defendants' motions for summary judgment, which are expressly incorporated herein. *See* ECF Nos. 849-852.

4. The Court granted Counsel for Plaintiffs' Motion to Withdraw as Attorneys of Record for Sean Buford and Gary Goodson, and therefore Manufacturer Defendants deny that Plaintiffs Buford and Goodson are properly named Plaintiffs in this action. *See* ECF Nos. 826, 862. The Manufacturer Defendants also deny that Plaintiffs Charles Strickland, Christopher Curtis, and Matthew Sickelton are properly named Plaintiffs in this action, as Plaintiffs' counsel have represented that they lost contact with Plaintiffs Strickland, Curtis, and Sickelton.

5. If Plaintiffs sustained any damages (which is specifically denied), those damages were caused, in whole or in part, by the acts, omissions, or fault of Plaintiffs or others for whom Manufacturer Defendants are not responsible, including the misuse, abuse, and unauthorized modification of the product; accordingly, Manufacturer Defendants are entitled to an assessment of the relative degree of fault of all such persons or entities and Manufacturer Defendants are each responsible for only its portion of any such fault, which they deny. Manufacturer Defendants further state that such misuse or abuse voids any alleged warranty claimed to be applicable to the subject product(s) and/or transaction(s).

6. Plaintiffs' damages, if any, were caused by Plaintiffs' misuse of Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil; Plaintiffs' misapplication of Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil; Plaintiffs' improper modification of Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor

Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil; Plaintiffs' failure to follow all Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil specifications.

7. Plaintiffs' use of other hydraulic fluids or lubricants, including other economy tractor hydraulic fluids; Plaintiffs' misuse, improper modification, or misapplication of other hydraulic fluids or lubricants; Plaintiffs' failure to follow the specifications of the original equipment manufacturers of the equipment in which they used Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil; Plaintiffs' failure to properly operate and/or maintain the equipment in which they used Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil.

8. Plaintiffs' claims are barred by operation of the applicable statutes of frauds.

9. Plaintiffs' claims are barred for failure to give reasonable and timely notice of alleged breaches of express or implied warranties, of alleged violations of certain consumer protection statutes, or unjust enrichment, as required by law.

10. Plaintiffs' claims fail because the alleged labeling, marketing, and advertising was not likely to mislead an ordinary consumer.

11. Plaintiffs' claims fail because Plaintiffs suffered no economic injury caused by the alleged acts of Manufacturer Defendants.

12. Plaintiffs' claims fail because Manufacturer Defendants' acts did not cause any alleged harm or the alleged harm was not the result of Manufacturer Defendants' conduct or products.

13. Plaintiffs are estopped by their conduct from recovering any relief from their 5th ACC, or any purported claim or cause of action alleged therein.

14. Plaintiffs' 5th ACC fails to plead sufficient facts establishing that Manufacturer Defendants possessed the requisite knowledge or mental state regarding any alleged misrepresentations or omissions to render Manufacturer Defendants' alleged conduct fraudulent, deceptive, or otherwise unlawful.

15. Plaintiffs and the putative class members are barred from recovering any damages, completely or in part, under the doctrine of election of remedies and/or to the extent recovery would result in double recovery for the same alleged harm, damages, or losses, if any. To the extent multiple Plaintiffs have asserted duplicative claims, their duplicative claims are barred and/or double recovery may not be had.

16. Plaintiffs and the putative class members' claims under the various state consumer protection laws are barred by one or more of the exemptions under those Acts to the extent applicable, including but not limited actual financial loss and reliance, and/or to the extent the relevant Act otherwise does not apply to Plaintiffs' and the putative class members' claims.

17. Plaintiffs' claims are illusory, fail for lack of mutuality of obligation, or fail for lack of consideration.

18. Any alleged express or implied warranty was effectively disclaimed by Manufacturer Defendants.

19. Plaintiffs' claims based on alleged violations of state consumer protection, deceptive trade practices, and product liability statutes are barred, in whole or in part, under statutory safe harbor provisions because Manufacturer Defendants' actions were specifically

authorized under applicable state and federal law and complied with applicable state and federal regulations.

20. Plaintiffs' claims are barred by the doctrine of laches.

21. Any obligation allegedly owed by Manufacturer Defendants was limited in duration, scope, and remedy, thereby barring or limiting Plaintiffs' claims herein.

22. Plaintiffs' claims fail as to purchasers who obtained the product from sellers other than Manufacturer Defendants.

23. If Plaintiffs suffered any damages, they failed to mitigate their damages.

24. Plaintiffs' claims are barred in whole or in part by the economic loss doctrine.

25. Plaintiffs' claims are barred because, without admitting (and specifically denying) Manufacturer Defendants owed any duty to Plaintiffs, any duty or obligation owed was fully performed, satisfied, and/or discharged.

26. Plaintiffs' 5th ACC fails to allege facts sufficient to establish that Plaintiffs or any putative class member sustained any injury, damages, or ascertainable loss as a result of any alleged conduct by Manufacturer Defendants.

27. Manufacturer Defendants specifically deny any wrongdoing, false representation, or deceptive or unfair practices, and further denies that their conduct had any casual connection with Plaintiffs' alleged claims.

28. Manufacturer Defendants state that they are entitled to any and all set-offs and credits as to any monetary verdict against it for any and all amounts paid in settlement by other persons or entities to or for the benefit of Plaintiffs including, but not limited to, any other defendant as may be named herein.

29. Manufacturer Defendants state if they, or either of them, were causally negligent and/or at fault, which is denied, Plaintiffs and/or other putative class members were also causally negligent and/or at fault, in their purchasing, use, and/or handling of Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, Cam2 ProMax 303 Tractor Hydraulic Oil, and/or Cam2 303 Tractor Hydraulic Oil and for any equipment in which it was used, Plaintiffs and/or other putative class members failed to use ordinary care in the handling and use of the 303 THF Products which causal negligence and/or fault bars or diminishes Plaintiffs' right of recovery against Manufacturer Defendants.

30. If Plaintiffs sustained damages, which is specifically denied, such damages were caused by superseding or intervening causes independent of Manufacturer Defendants and for which Manufacturer Defendants are not responsible as a matter of law.

31. Plaintiffs' claims are further barred and/or limited by any and all express conditions or disclaimers given to Plaintiffs by Manufacturer Defendants, under which Plaintiffs voluntarily assumed the risk of misuse or misapplication of Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil.

32. Plaintiffs' claims are barred, in whole or in part, based upon the doctrines of unjust enrichment and/or quantum meruit.

33. Plaintiffs' claims for injunctive relief are barred because Plaintiffs allege a right to relief for past acts and do not allege any future intent to purchase Manufacturer Defendants' products.

34. Plaintiffs' claims of common-law fraud are barred because Plaintiffs did not rely on the alleged misrepresentations in making their purchases and the alleged misrepresentations did

not cause Plaintiffs to purchase Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil.

35. Plaintiffs' claims of common-law fraud, express warranty, and negligent misrepresentation are barred because the subject of the claims are opinion or "puffery" that are not susceptible to truth or falsity.

36. Plaintiffs' claims and/or those of putative class members should be barred in whole or in part to the extent Plaintiffs and/or putative class members purchased Super S Super Trac Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 Promax Tractor Hydraulic Oil, or CAM2 303 Tractor Hydraulic Oil without knowledge of the nature, limitations, properties, composition, warnings, and/or characteristics of each and/or without exercising reasonable diligence to learn the same and thereby caused or contributed to cause harm, damages or losses.

37. The Court lacks subject matter jurisdiction over the claims of Plaintiffs who directly filed in this multi-district litigation, and such claims are therefore barred in their entirety. These Plaintiffs were required to first file their claims in a court of competent jurisdiction, to then be consolidated with the MDL if appropriate. This Court lacks authority to conduct trials of directly filed claims or to remand such claims to a court of competent jurisdiction.

38. Plaintiffs' claims and/or those of putative class members are barred, in whole or in part, due to their intentional or negligent spoliation of evidence—including the sale or destruction of allegedly damaged equipment—prior to examination by the Manufacturer Defendants.

39. Plaintiffs' claims and/or those of putative class members related to Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil are barred, in whole or in part, due to lack of standing as to those Plaintiffs who did not purchase the corresponding product.

40. Plaintiffs' claims and/or those of putative class members are barred, in whole or in part, due to lack of standing because Plaintiffs have not suffered a concrete and particularized injury attributable to Manufacturer Defendants.

41. Plaintiffs' claims and/or those of putative class members are barred, in whole or in part, by the voluntary payment doctrine to the extent Plaintiffs and/or the putative class members voluntarily purchased Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil knowingly and intelligently and without mistake of fact.

42. Plaintiffs are not the real parties in interest for some or all of the claims set forth in the 5th ACC. Plaintiffs have not named the proper person or entity who has the right to bring suit, and Plaintiffs have not provided sufficient factual allegations to assess whether any Plaintiff is the real party in interest for any claim.

43. Plaintiffs' property damage claims and/or those of putative class members are barred, in whole or in part, to the extent that they are not owners of allegedly damaged equipment, and thus not proper parties to this action.

44. Plaintiffs' property damage claims and/or those of putative class members are barred, in whole or in part, to the extent that they are not owners of allegedly damaged equipment, because they have failed to join the equipment owners as necessary parties.

45. Plaintiffs' consumer protection and deceptive trade practices claims and/or those of putative class members are barred, in whole or in part, because Plaintiffs' prosecution of such claims is not in the public interest.

46. Plaintiffs are precluded and/or estopped from pursuing relief in this action against Manufacturer Defendants to the extent that Plaintiffs proceed with or recover from prosecution of

any other class, consolidated, or individual action in any jurisdiction for the same alleged injury or an injury arising from the same transaction or occurrence, including but not limited to those certain actions instituted prior or subsequent to this action.

47. Any finding of compensatory liability under the consumer protection or deceptive trade practices laws of the states at issue would violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution, and of any analogous provision contained in any state constitution, because the standards of liability under these consumer protection laws are unduly vague and subjective, and permit retroactive, random, arbitrary, and capricious punishment.

48. Plaintiffs' claims and/or those of putative class members are barred, in whole or in part, because Plaintiffs and putative class members had the opportunity to examine, and did or should have examined, Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil, and such an examination did, or should have under a reasonable examination, revealed the alleged deceptive and/or misleading conduct, the alleged omission, and/or the alleged defect (all of which Manufacturer Defendants deny).

49. Plaintiffs' claims and/or those of putative class members are barred, in whole or in part, because their decision to purchase and use Super S Super Trac 303 Tractor Hydraulic Fluid, Super S 303 Tractor Hydraulic Fluid, CAM2 ProMax 303 Tractor Hydraulic Oil, and/or CAM2 303 Tractor Hydraulic Oil was motivated by price rather than by any representations or labeling with respect to the product, including but not limited to any representations regarding what alleged standards the product met.

50. Plaintiffs fail to satisfy the prerequisites of Federal Rule of Civil Procedure 23(a) and any part of Federal Rule of Civil Procedure 23(b), and may therefore not assert class claims.

51. The imposition of punitive damages under the facts of this case would violate the protections afforded under the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments of the United States Constitution and protections under relevant state constitutions. Specifically, the substantive state laws concerning the assessment and imposition of punitive damages are unconstitutionally vague and arbitrary; the punitive damages alleged in this case violate the prohibition against double jeopardy and ex post facto laws; the punitive damages alleged in this case are excessive punishment; and the punitive damages alleged in this case would deny Manufacturer Defendants of their rights to substantive and procedural due process and equal protection of the law.

52. The imposition of punitive damages in this case would violate the Due Process Clauses of the Fifth and Fourteenth Amendments to the United States Constitution because the relevant states' post-verdict review procedures for scrutinizing punitive damage verdicts do not provide a meaningful constraint on the discretion of juries to impose punishment.

53. The imposition of punitive damages in this case would violate excessive fines clauses of the relevant state constitutions.

54. The imposition of punitive damages in this case pursuant to state law to punish Manufacturer Defendants for acts that occurred outside of that relevant jurisdiction would violate the Due Process Clauses of the Fifth and Fourteenth Amendments to the United States Constitution as well as the Commerce Clause of the Constitution.

55. The relevant states' procedural and substantive law on punitive damages conflicts with the procedural and substantive standards set forth in *Pacific Life Insurance Co. v. Haslip*, 499

U.S. 1 (1991), *BMW of North America, Inc. v. Gore*, [517 U.S. 559](#) (1996) and *State Farm Mutual Automobile Insurance Company v. Campbell*, [538 U.S. 408](#) (2003).

56. The procedural and substantive standards set forth in *Pacific Life Insurance Co. v. Haslip*, [499 U.S. 1](#) (1991), *BMW of North America, Inc. v. Gore*, [517 U.S. 559](#) (1996), and *State Farm Mutual Automobile Insurance Co. v. Campbell*, [538 U.S. 408](#) (2003) and the applicable provisions of the relevant state constitutions are violated to the extent punitive damages can be awarded against Manufacturer Defendants that are disproportionate and have no reasonable relationship to the actual or compensatory damages award, the injury and expenses in connection with which they are awarded, Manufacturer Defendants' conduct, mental state or the degree of reprehensibility of Manufacturer Defendants' conduct and also permits an award of punitive damages that are disproportionate to the civil penalties, if any, authorized or imposed in similar cases.

57. The procedural and substantive standards set forth in *Pacific Life Insurance Co. v. Haslip*, [499 U.S. 1](#) (1991), *BMW of North America, Inc. v. Gore*, [517 U.S. 559](#) (1996), and *State Farm Mutual Automobile Insurance Co. v. Campbell*, [538 U.S. 408](#) (2003), and the applicable provisions of the relevant state constitutions are violated because there are no adequate and objective procedures and standards or instructions that guide trial and appellate courts concerning the purposes of punitive damages and the reasons for awarding such damages and no adequate standards and procedures to guide the trial and appellate courts in reviewing an excessive award of punitive damages.

58. The procedural and substantive standards set forth in *Pacific Life Insurance Co. v. Haslip*, [499 U.S. 1](#) (1991), *BMW of North America, Inc. v. Gore*, [517 U.S. 559](#) (1996), and *State Farm Mutual Automobile Insurance Co. v. Campbell*, [538 U.S. 408](#) (2003), and the applicable

provisions of the relevant state constitutions are violated to the extent the jury or fact finder is permitted to consider the net worth of defendant in determining the amount of an award of punitive damages.

59. Manufacturer Defendants reserve the right to amend, supplement and/or add defenses as discovery in this matter proceeds.

WHEREFORE, having fully answered Plaintiffs' Fifth Amended Consolidated Complaint, having denied the allegations contained in the Fifth Amended Consolidated Complaint unless otherwise expressly and specifically admitted, and having asserted Affirmative Defenses and reserving the right to raise any and all additional affirmative defenses as may become known during the course of this litigation, Manufacturer Defendants request that Plaintiffs' Fifth Amended Consolidated Complaint be dismissed with prejudice against it, for its costs and expenses, and for such other relief as the Court deems just and proper in the premises.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document was served on all counsel of record via the Court's e-filing system on this 5th day of May, 2023.

/s/ Christopher M. Hohn