

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

LOUISE LIVINGSTON,
MELISSA RAINEY, DAVID
SMITH, RAYMOND
SABBATINE, PETER GOLDIS,
and BILL COLBERT, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

TRANE U.S. INC.,

Defendant.

Civ. A. No. 2:17-cv-06480-ES-MAH

The Honorable Esther Salas, U.S.D.J.

The Honorable Michael A. Hammer,
U.S.M.J.

CLASS ACTION

**JOINT NOTICE OF AMENDED EXHIBITS TO
PROPOSED CLASS ACTION SETTLEMENT
(EXHIBITS B, C, AND D TO SETTLEMENT AGREEMENT)**

In consultation with the proposed settlement administrator, Heffler Claims Group, the parties have agreed to minor, non-substantive edits to the drafts of the Mailed Notice, Publication Notice, and Full Notice of Class Action Settlement, which were attached as Exhibits B, C, and D to the Settlement Agreement. The revised draft notices are attached hereto as Exhibits 1, 2, and 3.

DATED: March 12, 2020

Respectfully submitted,

s/ Timothy N. Mathews

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CERTIFICATE OF SERVICE

I, Timothy N. Mathews, certify that on March 12, 2020, I caused the foregoing Joint Notice of Amended Exhibits to Proposed Class Action Settlement (Exhibits B, C, and D to Settlement Agreement) to be filed using the Court's CM/ECF system, thereby causing it to be served upon all registered ECF users in this case.

s/ Timothy N. Mathews
Attorney for Plaintiffs

EXHIBIT 1

Revised Mailed Notice - Exhibit B to the Settlement Agreement

NOTICE OF CLASS ACTION SETTLEMENT

A Settlement Involving Trane and American Standard Air Conditioners and Heat Pumps May Affect You.

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

You are receiving this notice because Trane's records indicate that you owned or currently own a Trane or American Standard air conditioner or heat pump that is included in a class action settlement and you may be entitled to benefits. You must submit a claim by **MONTH 00, 2020**, to receive certain benefits.

WHAT IS THIS LAWSUIT ABOUT?

The case is *Livingston et al. v. Trane U.S. Inc.*, No. 2:17-cv-06480-ES-MAH in the in the United States District Court for the District of New Jersey. The lawsuit alleges that certain Trane and American Standard air conditioners and heat pumps were manufactured with an unapproved rust inhibitor that causes sticky deposits to form on an internal valve, called the thermostatic expansion valve or "TXV."

Additionally, the lawsuit alleges that, when air conditioners failed due to sticky deposits, Trane instructed service personnel to inject a full-strength additive (sometimes called MJ-X, Zerol Ice, or A/C Re-new) to break up the clogs, rather than perform a repair that would remove the contaminant. Plaintiffs allege that the full-strength additive is highly acidic and threatens long-term compressor reliability. Trane denies that it did anything wrong but is settling the claims in this lawsuit.

HOW DO I KNOW IF MY UNIT IS INCLUDED?

Most of the affected units were manufactured from November 2013 through September 2014, with some manufactured as late as 2017. The manufacture date and serial number are listed on the data plate on the outdoor unit of your air conditioner or heat pump. A list of serial numbers included in the Settlement is available at **www.insertwebsite.com** or by calling **000-000.0000**.

WHAT CAN I GET FROM THE SETTLEMENT?

You can get the following benefits from the settlement:

1. **Reimbursement for Repair Costs**

Cash reimbursement for out-of-pocket costs that you incurred if your air conditioner or heat pump experienced a stuck TXV and you paid out of pocket to repair it by replacing the TXV or by injecting an Additive (sometimes called MJ-X, Zerol Ice, or A/C Renew) before the effective date of the settlement. Reimbursement is capped at \$575 for TXV replacements and \$250 for Additive injections. **You submit a claim by **MONTH 00, 2020**, to receive this benefit.**

2. **Free Additive to Prevent Future Clogs**

During any routine maintenance or other service call, Trane will provide a free preventative additive, called "MJ-X Lite," which helps prevent TXV clogs, plus a 0.5-hour labor reimbursement for qualified service personnel to inject the additive, capped at \$50 for labor. This program will run for 12 months after the settlement is approved. In order to receive an injection under this program, contact any

local Trane dealer and reference bulletin number XXXXX. You will be responsible for the costs of any ordinary maintenance/service call fees.

3. **Enhanced Compressor Warranty Coverage**

Trane will provide enhanced and extended compressor warranty coverage described below to the original owner or a valid transferee of the manufacturer's Warranty if your air conditioner or heat pump was injected with an Additive (either MJ-X, Zerol Ice, or A/C Renew, but not including MJ-X Lite) on or before September 30, 2018.

1. **[Trane's records indicate that your air conditioner/heat pump was injected with an Additive on or before September 30, 2018. If you are the original owner or a valid transferee of the Warranty, you do not need to do anything to qualify for the enhanced compressor warranty coverage.]**

[OR]

2. **[If your air conditioner/heat pump was injected with an Additive at any time on or before September 30, 2018, and if you are the original owner or a valid transferee of the manufacturer's Warranty. To receive this benefit, you must submit a claim form by MONTH 00, 2020, with evidence that your air conditioner/heat pump was injected with an Additive to qualify for this enhanced compressor warranty coverage.]**

The Enhanced Compressor Warranty Coverage will:

- Extend Trane's Limited Warranty coverage over the compressor for 10 years from the date of installation even if the warranty was not registered.
- Pay for up to 4 hours of labor for any compressor failure that occurs within ten years, not to exceed the labor rate in Trane's Warranty System, and provide a refrigerant allowance at \$8 per lb. up to the name plate charge, to repair or replace the compressor.
- Provide \$600 towards the purchase of a new Trane/American Standard HVAC unit for a compressor failure after 10 years but within 12 years of installation.

WHAT ARE YOUR OPTIONS?

Submit a Claim – To claim reimbursements for out-of-pocket expenses and, if necessary, enhanced compressor warranty benefits, submit a claim form. A claim form is included with this notice. You may also submit your claim online at [\[www.insertwebsite.com\]](http://www.insertwebsite.com).

Do Nothing – If you do nothing, you give up your right to sue about the claims in this case, but you may still be eligible for benefits from the Settlement.

Exclude Yourself – If you don't want to be included in the Settlement and want to keep your right to sue Trane, you must exclude yourself (opt-out) online or in writing on or before **Month 00, 0000**. If you exclude yourself, you cannot get any benefits from this Settlement.

Object to the Settlement - If you stay in the Class, you may object to the Settlement online or in writing on or before **Month 00, 0000**.

The Court will hold a hearing in this case on **MONTH 00, 2020 at 00:00 x.m.** in Courtroom 2C of the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101 to consider whether to approve the Settlement, an award of attorneys' fees and expenses, and service awards to the Class Representatives. The attorneys' fees, expenses, and service awards approved by the Court will be paid separately by Trane and will not reduce the amount available to pay Settlement benefits. The motion for attorneys' fees and expenses will be posted on the website after it is filed. You or your attorney may appear at the hearing, at your own expense, but you don't have to.

This notice is a summary only. You should review the full notice for additional information about the Settlement and your rights at **[www.insertwebsite.com]** or by contacting Trane Settlement Administrator, **Address, Address, City, State 00000** or calling **000.000.0000**.

EXHIBIT 2

Revised Publication Notice - Exhibit C to the Settlement Agreement

**If You Owned or Currently Own Certain
TRANE OR AMERICAN STANDARD AIR CONDITIONERS OR HEAT PUMPS
You Could Get Benefits From a Settlement.**

What is this lawsuit about?

The lawsuit alleges that certain Trane and American Standard air conditioners and heat pumps were manufactured with an unapproved rust inhibitor that causes sticky deposits to form on an internal valve, called the thermostatic expansion valve. Additionally, the lawsuit alleges that, when air conditioners failed due to sticky deposits, Trane instructed service personnel to inject a full-strength additive (sometimes called MJ-X, Zerol Ice, or A/C Re-new) to break up the clogs, rather than perform a repair that would remove the contaminant. Plaintiffs allege that the full-strength additive is highly acidic and threatens long-term compressor reliability. Trane denies that it did anything wrong but is settling the claims in this lawsuit.

Who is included in the Settlement?

All current and former owners of Trane or American Standard 1.5- to 5-ton air conditioners and heat pumps with serial numbers listed on Exhibit I to the Settlement who live in the United States are included in this Settlement.

Most of the affected units were manufactured from November 2013 through September 2014, with some manufactured as late as 2017. The manufacture date and serial number are listed on the data plate on the outdoor unit of your air conditioner or heat pump. A list of serial numbers included in the Settlement is available at [\[www.insertwebsite.com\]](http://www.insertwebsite.com) or by calling **000-000.0000**.

You can get the following benefits from the Settlement:

- (1) Cash reimbursement for out-of-pocket costs that you incurred for certain repairs. Max. of \$575 for a valve replacement and \$250 for an additive injection.
- (2) A free “light” additive, which has been shown to be effective at preventing deposits without causing risk to the compressor, and up to \$50 for a qualified person to inject it.
- (3) Extended and enhanced compressor warranty coverage if your air conditioner or heat pump was injected with a full-strength additive on or before September 30, 2018.

What are your options?

To get a reimbursement for out-of-pocket expense, you must submit a Claim Form on or before **MONTH 00, 2020**. You can submit your claim online at [\[www.insertwebsite.com\]](http://www.insertwebsite.com), or you can obtain a Claim Form by calling **000-000.0000**. To get extended and enhanced compressor

warranty coverage, you must submit a Claim Form on or before **MONTH 00, 2020**, unless you received a notice specifically stating that you do not need to. To get a free preventative additive and \$50 labor credit, you must contact a qualified service technician within 12 months of the effective date of the Settlement. Do Nothing – By doing nothing, you give up your right to sue about the claims in this case, but you may still be eligible for benefits from the Settlement. Exclude Yourself – If you don't want to be included in the Settlement and want to keep your right to sue Trane, you must exclude yourself (opt-out) online or in writing on or before **MONTH 00, 2020**. Object – You can stay in the Settlement but object to any part of it online or in writing on or before **MONTH 00, 2020**. You will still be eligible for Settlement benefits.

The Court will hold a hearing on **MONTH 00, 2020**, to consider: whether to approve the Settlement, an award of attorneys' fees and expenses, and service awards to the Class Representatives. The attorneys' fees, expenses, and service awards approved by the Court will be paid separately by Trane and will not reduce the amount available to pay Settlement benefits. The motion for attorneys' fees and expenses will be posted on the website after it is filed. You or your attorney may appear at the hearing, at your own expense, but you don't have to.

This is only a summary. For more information about the Settlement, or to get a Claim Form, please visit **[www.insertwebsite.com]** or contact **Heffler Claims, Address, Address, City, State 00000** or call **000.000.0000**.

www.xxxxx.com 000.000.0000

EXHIBIT 3

Revised Full Notice - Exhibit D to the Settlement Agreement

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

NOTICE OF CLASS ACTION SETTLEMENT

**If You Owned or Currently Own Certain
Trane or American Standard Air Conditioners or Heat Pumps
YOU COULD GET BENEFITS FROM A SETTLEMENT.**

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

- A Settlement was reached in a class action that alleges that certain Trane and American Standard air conditioners and heat pumps were manufactured with an unapproved rust inhibitor that causes sticky deposits to form on an internal valve, sometimes called the “TXV.”
- The lawsuit also claims that when air conditioners failed due to sticky deposits, Trane instructed service personnel to inject an additive into the systems to break apart clogs, rather than replace the valve. Plaintiffs allege that the additive threatens the long-term reliability of the compressor.
- Trane denies that it did anything wrong and also denies that the additive is harmful.
- The Settlement provides: (1) reimbursement for out-of-pocket costs incurred for certain repairs; (2) a free additive to prevent potential problems and a labor allowance to inject it; and (3) enhanced compressor warranty coverage for certain units.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE
SUBMIT A CLAIM	<p>Reimbursement for out-of-pocket expense: You <u>must</u> submit a claim to get a reimbursement.</p> <p>Preventative injection: You <u>must</u> contact a Trane dealer and get the injection within 12 months of the Effective Date.</p> <p>Enhanced compressor warranty coverage: You <u>must</u> submit a claim form to claim this benefit unless you received a notice specifically stating that Trane’s records already reflect that you received a Qualifying Additive Injection.</p>	MONTH 00, 2020
EXCLUDE YOURSELF	This is the only option that allows you to keep your right to sue Trane about the claims in this case. But you will not get any benefits from the Settlement.	MONTH 00, 2020
OBJECT	Tell the Court about why you do not like the Settlement.	MONTH 00, 2020
DO NOTHING	You will get no benefits from the Settlement (unless Trane’s records show you had a Qualifying Additive Injection).	

These rights and options—**and the deadlines to exercise them**—are explained in this notice. Capitalized terms in this Notice have the same meanings as defined in the Settlement Agreement, which is available at www.InsertWebsite.com.

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INFORMATION ABOUT THE LAWSUIT

1. What is this lawsuit about?

The lawsuit alleges that certain Trane and American Standard air conditioners and heat pumps were manufactured with an unapproved rust inhibitor that causes sticky deposits to form on an internal valve, called the thermostatic expansion valve or “TXV.” Further, the Plaintiffs in the lawsuit assert that when the air conditioners failed due to sticky deposits on the TXV, Trane instructed service personnel to inject an acidic Additive (sometimes called MJ-X, Zerol Ice, or A/C Re-new) into the systems to break apart clogs, rather than replace the TXV, and that the Additive can threaten the long-term reliability of the compressor. Trane denies that it did anything wrong and also denies that the Additive is harmful.

2. Why is this a class action?

The individual named plaintiffs in this lawsuit (“Representative Plaintiffs”) brought the lawsuit on behalf of themselves and other people who bought air conditioners or heat pumps that contain the rust inhibitor.

Solely for purposes of the settlement, Trane consented to certification of a Settlement Class consisting of all former and current owners of the air conditioners and heat pumps that contain the rust inhibitor. The Court has preliminarily approved the Settlement and certification of the Settlement Class. The Court will decide whether to finally approve the Settlement and certification of the Settlement Class on or after the final approval hearing on **Month 00, 2020** (see Question 16 for more information).

3. Why is there a settlement?

Trane denies any wrongdoing. The Court did not decide in favor of Plaintiffs or Trane. Instead, both sides agreed to a settlement. That way, they avoid the risks of litigation, including the cost of a trial, and the people affected will get compensation. The Representative Plaintiffs and their attorneys believe the settlement is in the best interests of the Settlement Class members. The settlement provides substantial relief for Settlement Class members, whereas if the parties continued to litigate, the outcome would be uncertain.

INFORMATION ABOUT THE SETTLEMENT

4. How do I know if I am part of the settlement?

Most of the covered units were manufactured from November 2013 through September 2014, but some were manufactured as late as 2017. The date of manufacture and the serial number are listed on the data plate on the outdoor unit of your air conditioner or heat pump.

The settlement class includes: all United States residents who are current or former owners of Trane and American Standard 1.5- to 5-ton air conditioners and heat pumps with a serial number reflected on Exhibit I to the Settlement agreement.

To confirm whether you are a class member, you can visit the settlement website **www.InsertWebsite.com**, which contains a searchable list of the Settlement Class Air Conditioners and

Heat Pumps serial numbers. You can use your outdoor unit's serial number to search the list and verify that you own(ed) a Settlement Class Air Conditioner or Heat Pump.

If you are unsure whether you are in the class, you should still submit a claim. If you have any questions, please contact the settlement administrator at **000-000-0000**.

Excluded from the Settlement Class are officers and directors of Trane or its parents and subsidiaries, and any Judge to whom the Litigation is assigned. Also excluded are Settlement Class Members who timely Opt Out or exclude themselves from the Settlement.

THE SETTLEMENT BENEFITS

5. What are the benefits of the settlement?

A. Reimbursement of Out-of-Pocket Costs for Certain Repairs

Trane will reimburse your out-of-pocket repair costs if your air conditioner or heat pump experienced a stuck TXV and you paid out of pocket to diagnose and repair it by (1) replacing the TXV or coil, or (2) by injecting an Additive (sometimes called MJ-X, Zerol Ice, or A/C Renew) before the Effective Date of the settlement.

In order to be reimbursed, you must submit a Claim Form and evidence of the repair, such as an invoice or work order. If you paid for a coil replacement, the evidence must reflect that it was performed due to a stuck TXV.

Reimbursement is capped at \$575 for TXV replacements and \$250 for Additive injections.

Your claim must be postmarked or submitted online by **Month 00, 2020**.

B. Free Additive to Prevent Future TXV Clogs

For class members who have not had an additive injection, Trane will provide a bottle of a preventative additive, called "MJ-X Lite," which helps prevent TXV clogs, plus a 0.5-hour labor reimbursement for qualified service personnel to inject the additive capped at \$50.

MJ-X Lite has been shown to be effective at preventing any clogs due to the rust inhibitor, and it is much less acidic than full-strength Additives (MJ-X, Zerol Ice, and A/C Re-new).

This preventative program will run for 12 months after the settlement is approved.

In order to receive an injection under this program, contact any local Trane dealer and reference bulletin number **XXX**. You will be responsible for the costs of any ordinary maintenance/service call fees. Trane will provide the dealer with a bottle of MJ-X Lite through the local distributor and will reimburse the service person for labor up to \$50.

C. Enhanced Compressor Warranty Coverage

Trane will also provide the enhanced compressor warranty coverage described below to the original owner or a valid transferee of the manufacturer's warranty if your air conditioner or heat pump was injected with a full-strength Additive (either MJ-X, Zerol Ice, or A/C Renew, but not including MJ-X Lite) on or before September 30, 2018.

If Trane's records reflect that your air conditioner/heat pump was injected with an Additive on or before September 30, 2018, and you are the original owner or a valid transferee of the warranty, you should have received a notice in the mail stating that you do not need to do anything to qualify for the enhanced compressor warranty coverage.

Otherwise, you will need to submit evidence of the Additive injection to qualify for the enhanced warranty coverage.

If you are unsure, you should submit evidence of the Additive injection.

To submit evidence of an Additive injection, complete the Claim Form and submit a document reflecting that you had an Additive injection on or before September 30, 2018. Your claim must be postmarked or submitted online by **Month 00, 2020**.

If you qualify for the enhanced compressor warranty coverage, Trane will:

- Extend Trane's Limited Warranty coverage over the compressor for 10 years from the date of installation even if the warranty was not registered;
- Pay for up to 4 hours of labor for any compressor failure that occurs within 10 years, not to exceed the labor rate in Trane's Warranty System, and provide a refrigerant allowance at \$8 per lb. up to the name plate charge, to repair or replace the compressor; and
- Provide \$600 towards the purchase of a new Trane/American Standard HVAC unit for a compressor failure after 10 years but within 12 years of installation.

6. How do I receive the benefits of the Settlement?

A. Reimbursement of Out-of-Pocket Costs for Certain Repairs

You must submit a Claim Form and evidence of payment for the repair, such as an invoice or work order. If you paid for a coil replacement, the evidence must reflect that it was performed due to a stuck TXV.

Your claim must be postmarked or submitted online by **Month 00, 2020**.

B. Free Additive to Prevent Future TXV Clogs

In order to receive an injection under this program, contact any local Trane dealer and reference bulletin number **XXXX** within 12 months of the Effective Date of the Settlement. You will be responsible for the costs of any ordinary maintenance/service call fees. Trane will provide the dealer with a bottle of MJ-X Lite through the local distributor and will reimburse the dealer for 0.5 hours of labor, up to \$50 total, to inject it.

C. Enhanced Compressor Warranty Coverage

If Trane's records reflect that your air conditioner/heat pump was injected with an Additive on or before September 30, 2018, and you are the original owner or a valid transferee of the warranty, you should have received a notice in the mail stating that you do not need to do anything to qualify for the enhanced compressor warranty coverage. Otherwise, you will need to submit evidence of the Additive injection to qualify for the enhanced warranty coverage. If you are unsure, you should submit evidence of the Additive injection.

To submit evidence of an Additive injection, complete the Claim Form and submit a document reflecting that you had an Additive injection on or before September 30, 2018. Your claim must be postmarked or submitted online by **Month 00, 2020**.

7. If I submit a claim, when do I get my payment or reimbursement or learn whether I will receive a payment, and what are my rights?

The Court will hold a Fairness Hearing on **Month 00, 2020**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain whether these appeals can be resolved and resolving them can take time. The final or “Effective Date” of the settlement will be the first day after (i) the Court enters a Final Order and Judgment approving the Settlement and (ii) either all appeals have been finally determined or resolved in a manner that affirms the Final Order and Judgment, or no appeal was filed and the time to do so has expired. Information about the progress of the case will be available at **www. .com**.

If the Settlement Administrator approves your claim, a reimbursement check will be mailed to you. It may take several months before the Settlement becomes final and for claims to be processed, so please be patient. If the Settlement Administrator determines your claim should not be paid or should be paid only in part, then you will be mailed a letter telling you the amount you are to receive, if any; the reason(s) why your claim was denied in whole or in part; and providing you an opportunity to cure any deficiency, such as by submitting additional evidence.

8. What am I giving up to stay in the class?

Unless you exclude yourself, you will be part of the Settlement Class. By staying in the Class, you can avail yourself of any and all benefits under the Settlement to which you are entitled, and you will be releasing the Defendant and all Released Parties from any liability, cause of action, claim, right to damages or other relief, and any other legal rights to which you may otherwise be entitled under the law(s) of your state or any other applicable law, relating to the presence of the rust inhibitor or injection of an Additive into your air conditioner or heat pump. You will not be able to commence or be a part of any lawsuit or arbitration, or pursue any claim, against Defendant and any Released Parties relating to such matters. Staying in the Class also means that all of the Court’s orders will apply to you and legally bind you. However, the Settlement will not release any claims for personal injury.

The scope of the claims and causes of action being released and the parties being released are set forth in Section IX of the Settlement Agreement, a copy of which is available on the Settlement website, **www. .com**, should you wish to review it. You may also contact Class Counsel, whose contact information is set forth below, with any questions you may have:

Timothy N. Mathews Zachary P. Beatty Chimicles Schwartz Kriner & Donaldson-Smith LLP 361 W. Lancaster Avenue Haverford, Pennsylvania 19041 (610)-642-8500	James C. Shah Shepherd Finkelman Miller & Shah LLP 475 White Horse Pike, Collingswood, NJ 08107 (856)-858-1770
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EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I exclude myself from this Settlement?

To exclude yourself from the Settlement, you must send a written request for exclusion to:

[Settlement Administrator's Address]

Your request for exclusion must be postmarked no later than **Month 00, 2020**, and it must include your full name, current address, telephone number, and the serial number of your Settlement Class Air Conditioner or Heat Pump. If you submit a request for exclusion, the Court will exclude you from the Class.

If you exclude yourself, you will not be able to receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

10. If I do not exclude myself, can I sue Trane later?

No. If you do not timely exclude yourself from the Settlement, you cannot sue Trane for any matters, legal claims, or damages (other than for personal injury) relating to the presence of the rust inhibitor or injection of an Additive in your Settlement Class Air Conditioner or Heat Pump.

11. If I exclude myself, can I get the benefits of this Settlement?

No. If you exclude yourself from the Settlement Class, you will not be able to take advantage of any benefits from this Settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the class action Settlement. You cannot do both.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has appointed Timothy N. Mathews, Esq. and Zachary P. Beatty, Esq. of Chimicles Schwartz Kriner & Donaldson-Smith LLP, and James C. Shah of Shepherd Finkelman Miller & Shah LLP to represent the Class, which includes you and all other Settlement Class Members. Together these lawyers are called "Class Counsel." However, if you want your own lawyer, you may hire one at your own cost.

13. How will the lawyers be paid, and will the Representative Plaintiffs receive service awards?

For their efforts in litigating the Action and securing the benefits of the Settlement for approximately 450,000 Settlement Class Members, Class Counsel will apply to the Court for an award of attorneys' fees and litigation expenses in an amount not to exceed \$1,800,000 ("one million eight hundred thousand dollars"). Trane has agreed to pay the Court-awarded attorneys' fees and litigation expenses up to this amount in addition to all other benefits and payments under the Settlement. Payment of the Court-awarded attorneys' fees and expenses will not reduce any benefits or payments available to you or the Settlement Class. Class Counsel's motion for an award of Attorneys' Fees and Expenses will describe the factors that support their request, and will be posted on the Settlement Website, www. .com, after it is filed with the Court.

Class Counsel will also apply to the Court for Service Awards of \$5,000 for each of the Representative Plaintiffs for their efforts in pursuing this litigation and achieving the Settlement for the benefit of all Settlement Class Members. Service awards will be paid by Trane in addition to all other payments and benefits of the Settlement and will not reduce any benefits available to you under the Settlement.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Class and do not request to be excluded, you can tell the Court you support the Settlement, or you can object to the Settlement or any part of it, including Class Counsel's request for Attorneys' Fees and Expenses and Representative Plaintiff Service Awards. The Court will consider all timely comments from Class Members. As a Class Member, you will be bound by the Court's final decision regarding the approval of this settlement. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object, you must submit a letter to the Court, with copies to Class Counsel and Defense Counsel listed below, saying that you are objecting to the Settlement in *Livingston et al. v. Trane U.S. Inc.*, No. 2:17-cv-06480.

Your objection must include: (1) your full name, address, telephone number, and email address; (2) the serial number of your Settlement Class Air Conditioner or Heat Pump and a statement whether you are a current or former owner of the unit; (3) a statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting you; (5) a statement of whether you, or your personal attorney, intend to appear at the Fairness Hearing; and (6) your signature.

You must also provide a list of all other objections (if any) you made within the past five (5) years to any class action settlement in any court in the United States, or if you have not made any such prior objection, an affirmative statement to that effect.

Be sure to send your objection via the Court's electronic filing system, or by mail to the three different places set forth below, postmarked no later than **Month 00, 2020**:

(a) The Court:

Clerk, United States District Court
District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut Street Room 4015
Newark, NJ 07101

(b) Class Counsel:

Timothy Mathews
Chimicles Schwartz Kriner & Donaldson-Smith LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

(c) Defense Counsel:

Gregory Ulmer
Baker Hostetler
811 Main St.
Suite 1100
Houston, TX 77002-6111

If you intend to appear at the Fairness Hearing personally or through a lawyer, you must, prior to **Month 00, 2020**, file with the Clerk of the Court and serve on all counsel designated above a notice of intention to appear at the hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that will be presented at the hearing.

If you do not submit a written comment on or objection to the proposed Settlement or the application of Class Counsel for Attorneys' fees and Expenses and/or Representative Plaintiff Service Awards, in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

15. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class, in which case you will be bound by the Court's final ruling. Excluding yourself is telling the Court that you do not want to be part of the Class and the Settlement and wish to preserve any claims against Trane that you may have. If you exclude yourself, you have no basis to object because the case no longer affects you.

FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **Month 00 2020**, in Courtroom 2C of the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court will also consider the motion for an award of Attorneys' Fees and Expenses and Service Awards to the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

The Court in charge of this case still must decide whether to approve the Settlement. Reimbursements will be made if the Court approves the Settlement and after any appeals are resolved.

17. Do I have to come to the hearing?

No. Class Counsel will represent all Settlement Class Members at the hearing and answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you sent your written objection such that it is received on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not required.

18. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for Attorneys' Fees and Expenses and Representative Plaintiffs' Service Awards. To do so, you must submit a letter notice saying that it is your intention to appear at the Fairness Hearing in *Livingston et al. v. Trane U.S. Inc.*, No. 2:17-cv-06480. The letter notice must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, telephone number, the serial number of your Settlement Class Air Conditioner or Heat Pump and a statement whether you are a current or former owner of the unit, and your signature. You must send your letter notice to the Clerk of the Court, Class Counsel, and defense counsel at the addresses listed above, such that it is postmarked no later than **Month 00, 2020**. You may combine this notice and your comments in a single letter. You cannot speak at the hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, and release the claims described under Section IX of the Settlement Agreement.

20. No Further Notices.

You will not receive further notices concerning approval of this proposed settlement agreement.

ADDITIONAL INFORMATION

21. How can I obtain more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at:

- By visiting **www. .com**
- By accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov>, or
- By visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Room 4015, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can file a claim form and obtain the Settlement Agreement and other documents at **www. .com**. Updates regarding the case will also be available on the website. You may also call **000-000-0000**. You may also contact Class Counsel if you have any questions.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.