

**IN THE UNITED STATES DISTRICT COURT  
FOR THE 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.

Return Date: August 12, 2020  
(pursuant to Order, Dkt. No. 104)

**CLASS ACTION**

**DECLARATION OF TIMOTHY N. MATHEWS IN SUPPORT  
OF JOINT MOTION FOR FINAL APPROVAL OF SETTLEMENT AND  
ENTRY OF FINAL ORDER AND JUDGMENT**

Timothy N. Mathews  
Zachary P. Beatty (*pro hac vice*)  
**CHIMICLES SCHWARTZ KRINER  
& DONALDSON-SMITH LLP**  
One Haverford Centre  
361 West Lancaster Avenue  
Haverford, PA 19041  
Phone: (610) 642-8500  
Fax: (610) 649-3633  
tnm@chimicles.com  
zpb@chimicles.com

*Counsel for Plaintiffs and the Settlement Class*

James C. Shah  
**SHEPHERD, FINKELMAN,  
MILLER & SHAH, LLP**  
475 White Horse Pike  
Collingswood, NJ 08107-1909  
Phone: (856) 858-1770  
Fax: (866) 300-7367  
jshah@sfmslaw.com

I, Timothy N. Mathews, declare as follows:

1. I am co-lead Class Counsel for Plaintiffs in this action and a partner at the law firm of Chimicles Schwartz Kriner & Donaldson-Smith (“CSK&D”) in Haverford, Pennsylvania. I submit this declaration in support of the Joint Motion for Final Approval of Settlement and Entry of Final Order and Judgment.

2. I have personal knowledge of the facts set forth in this declaration and if called as a witness would testify competently thereto.

3. Attached as Exhibit 1 hereto is a copy of Trane’s 2014 Product Warranties, which is publicly available on Trane’s website at:

[https://www.trane.com/content/dam/Trane/residential/downloads/2014%20-%20Limited%20Warranty%20-%2026-1000-35\\_09122014%20-%2010-07-14.pdf](https://www.trane.com/content/dam/Trane/residential/downloads/2014%20-%20Limited%20Warranty%20-%2026-1000-35_09122014%20-%2010-07-14.pdf).

4. Attached as Exhibit 2 hereto is an Owner’s Guide for Outdoor Units: Heat Pumps and Air Conditioners, which is publicly available on Trane’s website at:

[https://www.trane.com/content/dam/Trane/residential/downloads/manuals/22-5213-WEB01\\_Outdoor\\_Units.pdf](https://www.trane.com/content/dam/Trane/residential/downloads/manuals/22-5213-WEB01_Outdoor_Units.pdf).

5. Attached as Exhibit 3 hereto is the final version of the Full Notice as it was posted on the Settlement Website on April 19, 2020.

6. On July 8, 2020, I called and spoke with Objector Mr. Harvey S. Shapiro because I wanted to try to provide an answer to the question in his objection

letter concerning whether his regular air conditioner service provider was a “Trane dealer” and would be qualified to inject the additive as part of the Preventative Injection Program. I explained to Mr. Shapiro that the Mailed Notice is only a short summary and instructs Class members to review the Full Notice. I explained that, as stated in the Settlement and reiterated in the Full Notice, any qualified service person can perform the Preventative Injection service, the only caveat being that the service person would need to have an account with any Trane/American Standard distributor in order to receive the free bottle of MJ-X Lite and labor reimbursement through the normal warranty channels. I also explained that the summary Mailed Notice says Class Members may “contact any local Trane dealer” because Trane maintains on its product websites a “dealer locator” feature, through which consumers can find Service Providers by entering their zip code. Mr. Shapiro then explained that he believes the use of the term “Trane dealer” might be understood to exclude “American Standard dealers.” I explained that it does not, and that “Trane” and “American Standard” are simply brand names of air conditioners manufactured by “Trane Technologies.” While on the phone with Mr. Shapiro, I looked up and confirmed that Mr. Shapiro’s Service Provider, Preferred Air, is listed on the American Standard “dealer locator” website and appears to be qualified to receive a free bottle of MJ-X Lite, inject it, and claim the labor reimbursement under the Settlement.

I declare pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: July 24, 2020

By: s/ Timothy N. Mathews  
Timothy N. Mathews

# **EXHIBIT 1**

## 2014 Product Warranties



It starts at [trane.com](http://trane.com)



**TRANE®**

*It's Hard To Stop A Trane.®*

## Base Limited Warranty

Subject to the terms and conditions of this limited warranty, Trane U.S., Inc. ("Company") extends a limited warranty against manufacturing defects for the product(s) identified in **Tables 1, 1A, 1B** attached hereto ("Products") that are installed in a residential/multi-family application (personal, family or household purposes) under normal use and maintenance in the United States and Canada.

**This limited warranty applies to Products manufactured on or after August 1, 2011.**

In order to maximize the available benefits under this limited warranty, the Purchaser (as defined below) should read it in its entirety. All repairs of Product parts covered under this limited warranty must be made with authorized service parts and by a licensed HVAC service provider. Additionally, commercial applications are treated differently under this limited warranty as stated in **Tables 1, 1A, 1B** attached hereto. For purposes of this limited warranty, "commercial applications" shall mean any application other than for personal, family, or household use.

**TERM:** The limited warranty period for Products is as stated in **Tables 1, 1A, 1B** attached hereto. If the Purchaser properly registers the Products, the limited warranty period shall be extended as stated in **Tables 1, 1A, 1B** attached hereto. Regardless of registration, the Commencement Date for a limited warranty period shall be the date that the original installation is complete and all Product start-up procedures have been properly completed and verified by an installer's invoice. If the installation and start-up date cannot be verified by the installer's invoice, the Commencement Date shall be sixty (60) days after the factory manufacture date which is verified by the Product serial number. Where a Product is installed in a newly constructed home, the Commencement Date is the date the Purchaser purchased the residence from the builder. Proof of Product purchase, installation, and/or closing date of the residence may be required to confirm the Commencement Date.

The installation of Product replacement parts under this limited warranty shall not extend the original warranty period. The warranty period for any Product part replaced under this limited warranty is the applicable warranty period remaining under the original Product warranty.

**WHO IS COVERED:** This limited warranty is provided only to the original owner and his or her spouse ("Purchaser") of the residence where the Products are originally installed. This warranty is not transferable except according to terms stated on the applicable website identified below under Registration Requirements. Company has the right to request any and all proof of Product purchase or installation and/or closing date of the residence.

**WHAT COMPANY WILL DO:** Company may request proof of Product purchase and/or installation in order to provide Product parts under this limited warranty. As Company's only responsibility and Purchaser's only remedy under this limited warranty, Company will furnish a replacement part to the licensed HVAC service provider, without charge for the part only, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If a Product part is not available, Company will, at its option, provide a free suitable substitute part or provide a credit in the amount of the then factory selling price for a new suitable substitute part to be used by the Purchaser towards the retail purchase price of a new Company product. Any new Product purchase shall be at Purchaser's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

**REGISTRATION REQUIREMENTS:** All Products must be properly registered online by the Purchaser within sixty (60) days after the Commencement Date to receive the registered limited warranty terms. To register online, go to:

<http://www.trane.com/Residential/For-Owners/Warranties> or  
<http://www.americanstandardair.com/servicesupport/pages/warranty.aspx>

and click "Begin Online Registration." If a Purchaser does not register within this stated time period, the base limited warranty terms shall apply.

**ELIGIBILITY REQUIREMENTS:** The following items are required in order for the Products to be covered under this limited warranty:

- The Products must be in the same location where they were originally installed.
- The Products must be properly installed, operated, and maintained by a licensed HVAC service provider in accordance with the Product specifications or installation, operation, and maintenance instructions provided by Company with each Product. Failure to conform to such specifications and/or instructions shall void this limited warranty. Company may request written documentation showing the proper preventative maintenance.
- All Product parts replaced by Company under this limited warranty must be given to the servicing provider for return to Company.
- Air handlers, air conditioners, heat pumps, cased or uncased coils and stand-alone furnaces must be part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system or a specification in a Company provided bulletin or otherwise approved in writing by a Company authorized representative.

**EXCLUSIONS:** The following are not covered by this limited warranty:

- Labor costs including, but not limited to, costs for diagnostic calls or the removal and reinstallation of Products and/or Product parts.
- Shipping and freight expenses required to ship Product replacement parts.
- Failures, defects, or damage (including, but not limited to, any loss of data or property) caused by (1) any third party product, service, or system connected or used in conjunction with the Products; (2) any use that is not designed or intended for the Products; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) improper storage, installation, maintenance, or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the Product nameplate; (5) any use in violation of written instructions or specifications provided by Company; (6) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any theft or riots; or (7) a corrosive atmosphere or contact with corrosive materials such as, but not limited to, chlorine, fluorine, salt (provided that indoor and outdoor coils will only be covered if a Sea Coast Kit is installed), sulfur, recycled waste water, urine, fertilizers, rust, or other damaging substances or chemicals.
- Products purchased direct including, but not limited to, Internet or auction purchases and purchases made on an uninstalled basis.
- Cabinets or cabinet pieces that do not affect product performance, air filters, refrigerant, refrigerant line sets, belts, wiring, fuses, surge protection devices, non-factory installed driers, and Product accessories (unless otherwise specified).
- Increased utility usage costs.

**REFRIGERANT POLICY:** (1) Manufacturer-Installed Refrigerant: Beginning on January 1, 2010, R-22 refrigerant will no longer be used as a manufacturer-installed refrigerant as required by federal regulation. All Products with manufacturer-installed refrigerant will include R410-A refrigerant. Any and all expenses or costs associated with replacing Product parts that are not R-410A compatible will not be covered by the terms and conditions of this limited warranty. (2) Non-Manufacturer installed Refrigerant: For Products manufactured and sold by the Company without refrigerant, only manufacturer approved and genuine alternate refrigerants shall be used. The use of contaminated, counterfeit, non-genuine, or non-manufacturer approved alternate refrigerant will void this limited warranty. (3) All Products: Products include a liquid line filter drier which must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressors defined as burnouts and failure to do so will void this warranty. Non-approved refrigerant and/or non-approved refrigerant system additives including, but not limited to dyes will void this limited warranty.

### ADDITIONAL TERMS:

THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS.

NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS.

No action arising out of any claimed breach of this limited warranty may be brought by a Purchaser more than one (1) year after the cause of action has arisen.

This limited warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages, how long a warranty lasts based on registration, or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this limited warranty.

Consumer Relations  
 20 Corporate Woods Dr.  
 Bridgeton, MO 63044

Or visit our website at [www.trane.com](http://www.trane.com) or [www.americanstandardair.com](http://www.americanstandardair.com)

GW-658-2314



**TABLE 1: Warranty Time Periods for Outdoor Units, Air Handlers, Packaged Air Conditioners and Heat Pumps, Furnaces, Ductless Systems Cased and Uncased Coils - Trane and American Standard Products**

**COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:** Pursuant to the Trane U.S., Inc. ("Company") limited warranty terms and conditions, the following Products are covered for the base time periods as stated below ("Base Limited Warranty Period"). If registered, the Base Limited Warranty Periods for certain Products will be extended as stated below ("Registered Limited Warranty Period").

**SINGLE PHASE R-410A OUTDOOR UNITS:**

4T1B, 4T1M, 4T1R, 4T1W, 4A6B, 4A6H3/5, 4A7A3/5, 4A7A60xxH, 4A7B, 4A7M:

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – ten (10) years.

4T1X, 4T2T, 4T3V, 4T4W, 4T5Z, 4T6V, 4A6H6/7, 4A6Z, 4A6V, 4A7A60xxE/G, 4A7A7, 4A7Z, 4A7V:

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor – twelve (12) years, Outdoor Coil, Parts – ten (10) years.

**SINGLE PHASE R-22 OUTDOOR UNITS:**

2T1B, 2T1M, 2T1W, 2A6B, 2A7B:

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – one (1) year.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

**AIR HANDLERS:**

TAM4, TAM7, TAM8, GAT2, GAF2, GAM2, GAM5, TGB, 2/4TEE, 2/4TFE, 4FWCA/F, 4FWHA/F, 4FWMA/F, 4FWFA, 4FWDA, TAMG:

*Base Limited Warranty Period:*

Indoor Coil and Parts – five (5) years.

*Registered Limited Warranty Period:*

Indoor Coil and Parts – ten (10) years.

4TEC (Installed after 01/01/2013), TEM, TMM:

*Base Limited Warranty Period:*

Indoor Coil and Parts – one (1) year.

*Registered Limited Warranty Period:*

Indoor Coil and Parts – ten (10) years.

**PACKAGED AIR CONDITIONERS and PACKAGED HEAT PUMPS (SINGLE-PHASE):**

4TCC, 4TCY, 4TCX, 4WCC, 4WCY, 4WCX, 4WHC:

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – ten (10) years.

**4YCC (SINGLE-PHASE):**

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years, Heat Exchanger – ten (10) years.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – ten (10) years, Heat Exchanger – ten (10) years.

**4DCY, 4YCY, 4YCX (SINGLE-PHASE):**

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – ten (10) years, Heat Exchanger – twenty (20) years.

**4WCZ (SINGLE-PHASE):**

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor – twelve (12) years, Outdoor Coil, Parts – ten (10) years.

**4DCZ, 4YCY (SINGLE-PHASE):**

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Compressor – twelve (12) years, Outdoor Coil, Parts – ten (10) years, Heat Exchanger – twenty (20) years.

**FURNACES** ("First digit may be a "T" or an "A"):

\*UD1/DD1, \*UD1-H/\*DD1-H, \*UD2/DD2, \*UE1/\*DE1:

*Base Limited Warranty Period:*

Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Parts – ten (10) years, Heat Exchanger – twenty (20) years.

\*UC1/\*DC1, \*UD2-V/\*DD2-V, \*UD2-C-V/\*DD2-C-V, \*UH1/\*DH1, \*UX1/\*DX1, \*UH2/\*DH2;

\*UHM/\*DHM:

*Base Limited Warranty Period:*

Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Parts – ten (10) years, Heat Exchanger – Lifetime

*Note Regarding Heat Exchangers: If a heat exchanger fails because of a manufacturing defect within the sixth through twentieth year of the applicable warranty period, Company will, at its sole option, provide either a replacement heat exchanger without charge, or allow a credit in the amount of the then factory selling price of an equivalent heat exchanger toward the retail purchase price of a new heating unit.*

**CASED AND UNCASED COILS:**

2/4TXA, 2/4TXC, 4CXC, 4NXA, 4NXC, 4TXF-CC/CZ, 4FXC/A, 4FXFH, 4FXCH:

*Base Limited Warranty Period:*

Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Coil, Parts – ten (10) years.

**DUCTLESS SYSTEMS\*\*:**

4TYK/4MYW, 4TXK/4MXW, 4TXM, 4MXC, 4MXL, 4MXD, 4MXF, 4MXX, 4TXU, 4UXD, 4UXC, 4UXL:

*Base Limited Warranty Period:*

All Parts – one (1) year.

*Registered Limited Warranty Period:*

All Parts – five (5) years.

*\*\*\*If any part of your Ductless System fails because of a manufacturing defect under normal use and maintenance within the Limited Warranty Period, the Company will furnish the required replacement part, or if the compressor, outdoor coil or indoor coil should be the part that fails during the Limited Warranty period, the affected unit will be replaced. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part including, but not limited to, any related service labor, diagnosis calls and refrigerant. There is no distinction between residential and commercial use for this Limited Warranty term and coverage.*

**SPECIFIC TERMS FOR COMMERCIAL APPLICATIONS****SINGLE PHASE and ALL 3-PHASE**

*(Models listed in Tables 1, 1A, 1B - excluding ductless systems)*

*Base Limited Warranty Period:* Coil, Parts – one (1) year.

*Base Limited Warranty Period:* Compressor – five (5) years.

*Base Limited Warranty Period:* Packaged Unit Heat Exchanger – five (5) years.

*Base Limited Warranty Period:* For All Heat Exchangers on All Other Furnaces – twenty (20) years.

**Table 1A: Warranty Time Periods for Controls, Zoning Products, Humidifiers, Energy Recovery Ventilators, and Air Cleaners**

**COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:** Pursuant to the Trane U.S., Inc. ("Company") limited warranty terms and conditions, the following Products are covered for the base time periods as stated below ("Base Limited Warranty period"). If registered, the Base Limited Warranty Periods for certain products will be extended as stated below ("Registered Limited Warranty Period").

**CONTROLS:** \*CONT200, \*CONT401, \*CONT402, \*CONT600, \*CONT602, \*CONT624

Base Limited Warranty Period: one (1) year

Registered Limited Warranty Period: five (5) years

**CONTROLS:** \*ZEMT500, \*CONT800, \*CONT802, \*CONT803, \*CONT824, \*CONT850, \*CONT900, \*ZONE940, \*ZONE950

Base Limited Warranty Period: five (5) years

Registered Limited Warranty Period: ten (10) years

**ZONING PRODUCTS:** \*ZONE950, \*ZONE940, \*ZONE930, ZZONEPNLAC52Z, ZZONEEX-PAC52Z, ZZSENSAL0400, BAYSEN01ATEMPA, BAY24VRP, ZDAMPRD, ZDAMPSM, ZDAMPBM, ZDAMPRR

Base Limited Warranty Period: five (5) years

Registered Limited Warranty Period: ten (10) years

**HUMIDIFIERS:** \*HUMD200, \*HUMD300 & \*HUMD500

Base Limited Warranty Period: five (5) years

Registered Limited Warranty Period: ten (10) years

**ENERGY RECOVERY VENTILATOR (ERV):** \*ERVR100, \*ERVR200 & \*ERVR300

Base Limited Warranty Period: five (5) years

Registered Limited Warranty Period: ten (10) years

**AIR CLEANERS:** TFD & AFD

Base Limited Warranty Period: five (5) years

Registered Limited Warranty Period: ten (10) years

**SPECIFIC TERMS FOR COMMERCIAL APPLICATIONS:**

Base Limited Warranty Period Applies for all controls, zoning products, humidifiers and ERV's

\* (First digit may be a "T" or an "A")

**Table 1B: Warranty Time Periods for Installed Accessories in Air Handlers and Packaged Units**

**COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:** Pursuant to the Trane U.S., Inc. ("Company") limited warranty terms and conditions, the following Products are covered for the time periods as stated below.

**Electric Heaters for Multi-Position Air Handlers**

HEATERS, Installed in GAM2, GAM5 GAT2, & TAM4 Air Handlers: BAYEA

Limited Warranty Period: ten (10) years

HEATERS, Installed in GAF2 Air Handlers: BAYEC

Limited Warranty Period: ten (10) years

HEATERS, Installed in TAM7, TAM8 & TAMG Air Handlers: BAYEV

Limited Warranty Period: ten (10) years

HEATERS, Installed in 4FWCA/F, 4FWHA/F Air Handlers: BAYHTR, BAYHTRDS, BAYHTRBK

Limited Warranty Period: ten (10) years

HEATERS, Installed in TEM Air Handlers: BAYHTR15

Limited Warranty Period: ten (10) years

HEATERS, Installed in TMM Air Handlers: BAYHTRM5

Limited Warranty Period: ten (10) years

HEATERS, Installed in 4TEE & 4TEC Air Handlers: BAYHTR14

Limited Warranty Period: ten (10) years

**Optional Accessories for Multi-Position Air Handlers**

UVC LIGHTS, Installed in GAF2, GAM2, GAM5, GAT2, TAM4, TAM7 & TAM8, TAMG Air Handlers:

BAYUVC

Limited Warranty Period: Ballast - ten (10) years, Bulbs - one (1) year

COMPRESSOR CONTROL MODULE, Installed in TAM8 Air Handlers: BAY24CCVK

Limited Warranty Period: ten (10) years

Hydronic Heaters for Multi-Position Air Handlers

HOT WATER COIL, Installed in GAM5 Air Handlers: BAYWAAA05, BAYWABB07 or BAYWACC08

Limited Warranty Period: ten (10) years

HOT WATER COIL, Installed in TAM7 & TAMG Air Handlers: BAYWV & BAYWA

Limited Warranty Period: ten (10) years

HOT WATER COIL, Installed in TAM8 Air Handlers: BAYWV

Limited Warranty Period: ten (10) years

**Electric Heaters for Packaged Units**

HEATERS, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6 Packaged Units: BAYHTRV

Limited Warranty Period: ten (10) years

HEATERS, Installed in 4WHC Packaged Units: BAYHTRC

Limited Warranty Period: ten (10) years

**Optional Accessories for Packaged Units**

UVC LIGHTS, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6, 4YC\*3, 4 & 6, 4DC\*4 & 6 Packaged Units:

BAYUV

Limited Warranty Period: Ballast - ten (10) years, Bulbs - one (1) year

ECONOMIZERS, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6, 4YC\*3, 4 & 6, 4DC\*4 & 6 Packaged Units:

BAYECON

Limited Warranty Period: ten (10) years

MOTORIZED DAMPER, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6, 4YC\*3, 4 & 6, 4DC\*4 & 6 Packaged

Units: BAYDMPR

Limited Warranty Period: ten (10) years

**SPECIFIC TERMS FOR 3-PHASE UNITS**

*(Models up to 5 Tons in a RESIDENTIAL Application):*

**3-PHASE OUTDOOR UNITS:** 2TTA, 4TTA, 4TWA, 4A7C, 4A6C:

**3-PHASE PACKAGED UNITS:** 4TCY4, 4TCX3, 4TCC3, 4WCZ6, 4WCY4, 4DCY4, 4WCX3, 4WCC3, 4YCC6, 4YCY4, 4YCX3, 4YCC3

*Base Limited Warranty Period:*

Outdoor Coil, Parts – one (1) year, Compressor – five (5) years.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.





**TRANE®**

*It's Hard To Stop A Trane.®*

6200 Troup Highway  
Tyler TX 75707  
[www.trane.com](http://www.trane.com)

Literature Order Number	26-1000-35	
File No.	26-1000-35	09/14
Supersedes	26-1000-34	01/14
Stocking location		PI

Since Trane has a policy of continuous product improvement, it reserves the right to change design and specifications without notice

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# **EXHIBIT 2**



*It's Hard To Stop A Trane.®*

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# Owner's Guide

## Outdoor Units:

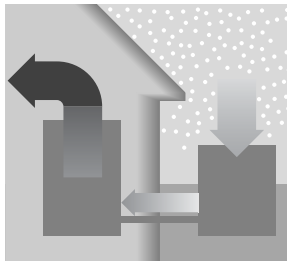
Heat Pumps

Air Conditioners

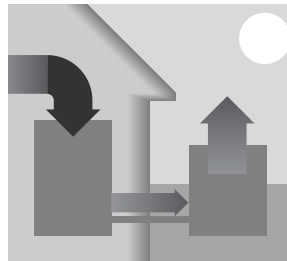


**22-5213-WEB01**

## How it works to keep you comfortable



**Heat Pumps  
heat in winter.**



**Air Conditioners  
and Heat Pumps  
cool in summer.**

**Congratulations on the purchase of your new Trane outdoor unit. Your outdoor unit is designed to work with a matched indoor unit creating a system that delivers years of dependable service and performance.**

Your system will cool, filter, and dehumidify the air in your home. Additionally, a heat pump heats the air in your home.

As the system circulates air, it also filters it. The system also extracts excess moisture from the home to help control humidity in muggy summer months.

Acquaint yourself with your new system by spending just a few minutes with this booklet. Learn about the operation of your system and the small amount of maintenance it takes to keep it operating at peak efficiency.

## Proper maintenance for maximum efficiency

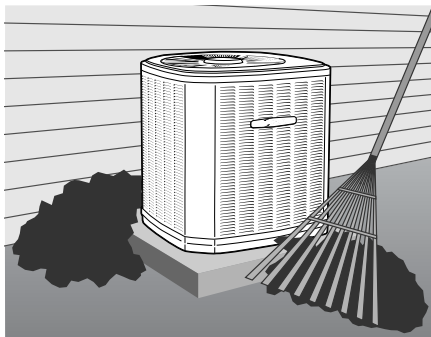
An outdoor unit is not a household appliance. It's a self-contained system that requires professional maintenance and repair.

That's why attempts at "do-it-yourself" repairs on an in-warranty unit may void the remainder of your warranty.

Other than performing the simple maintenance recommended in this manual, you should not attempt to make any adjustments to your system. Your dealer will be able to take care of any questions or problems you may have.

### **Help ensure top efficiency by cleaning or replacing the filter monthly.\***

When your system circulates and filters the air in your home, dust and dirt



**Air Conditioner & Heat Pump**

particles build up on the filter. Excessive accumulation can block the airflow, forcing the unit to work harder to maintain desired temperatures. And the harder your unit works, the more energy it uses.

Clean or replace your filter twice a month during seasons when the unit runs more often.

When replacing your filter(s), always use the same size and type that was originally supplied. Filters are available from your dealer.

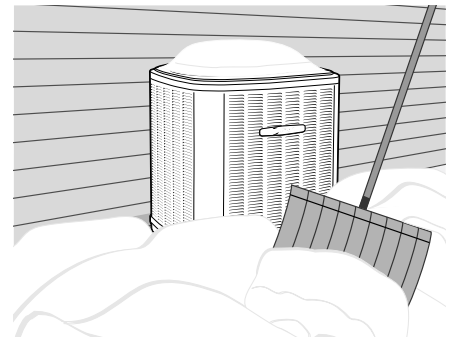
Where disposable filters are used, they must be replaced every month with the same size as originally supplied.

### **How to remove your filter.\***

Ask your Trane dealer where the filter is located in your system and how to service it.

Just be sure to replace it with the arrows pointing in the direction of the airflow.

\* Before removing the filter, see the owner's manual furnished with the indoor unit.



**Heat Pump**

### **Efficiency can be maintained by keeping the outdoor unit clear of snow, ice and debris.**

Efficient operation of your outdoor unit depends on the free flow of air over the coil. Anything that blocks the airflow causes the compressor to work harder to move the warm air out of your house.

Buildup of snow and ice can restrict airflow. As soon as possible after accumulation, clean snow from the area around the outdoor unit.

To avoid overworking your unit, do not plant flowers or shrubbery right next to it. Also, make sure that nothing is stacked against the sides of the unit or draped over it.

Making sure your outdoor unit is kept clear at all times helps it work at peak efficiency.

### **⚠ CAUTION**

To prevent injury, death, or property damage, read and follow all instructions and warnings, including labels shipped with or attached to unit before operating your new outdoor system.

### **⚠ WARNING**

Disconnect all electrical power to the indoor air handler or furnace before removing access panels to perform any maintenance. Disconnect power to both the indoor and outdoor units. **NOTE:** There may be more than one electrical disconnect switch. Electric shock can cause personal injury or death.

### **⚠ CAUTION**

Although special care has been taken to minimize sharp edges in the construction of your unit, be extremely careful when handling parts or reaching into the unit.

## Proper maintenance (continued)

### Keep your outdoor unit looking new for years.

Clean the enamel finish of your outdoor unit with soap and water. For stubborn grease spots, use a household detergent. Do not use lacquer thinner or other synthetic solvents as they may damage the finish.

### Call your dealer for additional routine maintenance.

Your outdoor unit should be inspected regularly by a properly trained service technician.

For regular dealer maintenance please refer to [www.acca.org/industry/quality](http://www.acca.org/industry/quality)

## How to operate your system for peak performance

### Setting the temperature.

Place the system switch on COOL, and the fan switch on AUTO. Then set the temperature by using the indicator on the thermostat\* control.

Now your system will cool your house whenever the indoor temperature climbs above the thermostat setting. It will shut off when the desired room temperature is reached.

In winter, it works the same way. When the system switch is on HEAT, the system will operate whenever the room temperature falls below the temperature setting. Once the desired temperature is reached, the system will shut off.

### Save energy with a programmable thermostat.\*

Program the thermostat for the temperatures that meet your comfort level. The Trane programmable thermostat has up to four setup or setback periods each day, plus weekend and vacation programs.

### Let the thermostat do its job.

Your system will perform most efficiently when you let the thermostat control it. Turning the system on and off manually is usually much less efficient. So let the thermostat do its job.

We recommend keeping the temperature setting at 78°F for cooling, 68°F for heating. However, you can select the temperature that meets your comfort level.

The point is, once you've set the thermostat, keep subsequent adjustments to a minimum.

When you're going to be away from home for a few days, or when outdoor temperatures are moderate, don't let the outdoor unit run unnecessarily. Lower the thermostat to 55°F in the winter. And raise it to 85°F in summer. Then when you return, or when temperature conditions dictate, you can reset the system and it will resume making your home comfortable again.

### How to help reduce summer humidity.

In summer, your outdoor unit does more than cool the air — it helps remove the excess moisture that can make the inside of your home feel muggy.

### CAUTION

If heating system is not operational during the cold weather months, provisions must be taken to prevent freeze-up of all water pipes and water receptacles. This is very important during times of vacancy.

When removing this moisture your system must work harder than when simply cooling the air.

That's why kitchens, bathrooms and utility rooms should have vents and exhaust fans. These devices help prevent accumulation of moisture throughout the rest of the house so your outdoor unit works less to keep you comfortable.

Many homeowners have found that operating their system in continuous fan mode (thermostat in the "on" position) offers benefits such as elimination of hot and cold spots in the home and constant air filtration. However, continuous fan mode during cooling operation may not be appropriate in humid climates. If the indoor air exceeds 60% relative humidity or simply feels uncomfortably humid, it is recommended that the fan only be used in the AUTO mode.

\* Accessory, purchased separately. Carefully read the accompanying thermostat manual for complete operating instructions.

## The Problem Solver

**Before you call for service, check the following:**

Problem	Possible cause	Remedy
Insufficient heating or cooling	a. dirty filters b. air not circulating freely c. blocked outdoor coil	a. clean or replace b. check supply registers and return grills for blockage c. clear away leaves or other debris
Failure to operate	a. power off b. open circuit breaker or burned-out fuses c. improperly adjusted thermostat	a. make sure main switch is in ON position b. reset circuit breaker, or replace burned-out fuses c. check setting, adjust thermostat
Blue auxiliary heat light on	When outdoor temperature falls, intermittent lighting is normal.	Monitor light. If it stays on continuously when above 30°F, or if it comes on when 50°F outdoors, call for service.
No heating or cooling – Blower does not operate	Blower door removed or ajar	Close door securely to restore power to blower
Unusual noise		Call your local servicer

### Reduce the burden of unexpected repair bills with a Trane Extended Warranty.

Trane offers the finest quality products and manufacturer's warranties on the market. But, like all good things, the Trane-provided limited warranty on your new comfort equipment will come to an end. To keep you protected, Trane offers the Extended Warranty Program. It picks up right where your Trane limited warranty leaves off. And, it offers years and years of reliable protection at a low cost. Ask your dealer for program details.

## Extra Energy Tips

### Insulation

1. Make sure your home is properly insulated. This is the single most important step in conserving energy. Thermal insulation should be specified in terms of thermal resistance (R-values). R-30 (10") is recommended for ceilings, R-11 (3-1/2") for exterior walls and floors over unheated areas. In colder climates, consider additional insulation.
2. Infiltration of humid outside air is your heating and cooling system's worst enemy — it could account for 15 to 30% of air conditioning energy requirements. Find the places where air can sneak into the home and plug them with caulking, weather-stripping or plastic. Also, weather-strip and caulk around all entrance doors and windows.
3. Cut heat transfer through your windows by 40 to 50% with double glazing (two panes of glass separated by a sealed air space) and low-e glass.
4. Use wood- or metal-frame storm windows even if single-glazed windows are high quality. The extra layer of glass and the layer of still air will cut heat transfer considerably.
5. Install storm doors at all entrances to your house.
6. Keep all windows and doors closed.
7. Remember that by increasing the glass area, you increase the amount of heat added in summer and lost in winter.
8. Make sure fireplaces have tight-fitting dampers which can be closed when the fireplace is not in use.
9. Invest in a humidifier to conserve energy in winter. The air in your home won't be as dry, so you stay comfortable at a lower temperature setting.

### Heating

10. Locate the thermostat on an inside wall away from windows and doors.
11. Set the thermostat as low as comfort permits. Each degree over 68°F can add 3% to the amount of energy needed for heating.
12. People generate heat. So lower the thermostat a degree or two when expecting a large group of guests.

### Cooling

13. Set the thermostat as high as comfort will permit.
14. Make sure attics are adequately ventilated to relieve heat buildup. If necessary, improve airflow by adding or enlarging vents.
15. When building a new house or renovating an old one, choose light-colored roof shingles to reflect more of the sun's heat.
16. During moderate weather, don't use the system unnecessarily.
17. Draw blinds or drapes to block the sunlight during the hottest part of the day.
18. Install awnings over windows exposed to direct sunlight.
19. In the cooling season, don't run kitchen and bath exhaust fans longer than necessary.
20. Don't place lamps, TV sets or other heat producing devices beneath a wall-mounted thermostat. Rising heat from the equipment may cause the system to over-cool your house.



# Limited Warranty Information

• Air handlers, air conditioners, heat pumps, cased or uncased coils and stand-alone furnaces must be part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system or a specification in a Company provided bulletin or otherwise approved in writing by a Company authorized representative.

**EXCLUSIONS:** The following are not covered by this limited warranty:

- Labor costs including, but not limited to, costs for diagnostic calls or the removal and reinstallation of Products and/or Product parts.
- Shipping and freight expenses required to ship Product replacement parts.
- Failures, defects, or damage (including, but not limited to, any loss of data or property) caused by (1) any third party product, service, or system connected or used in conjunction with the Products; (2) any use that is not designed or intended for the Products; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) improper storage, installation, maintenance, or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the Product nameplate; (5) any use in violation of written instructions or specifications provided by Company; (6) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any theft or riots; or (7) a corrosive atmosphere or contact with corrosive materials such as, but not limited to, chlorine, fluorine, salt (provided that indoor and outdoor coils will only be covered if a Sea Coast Kit is installed), sulfur, recycled waste water, urine, fertilizers, rust, or other damaging substances or chemicals.
- Products purchased direct including, but not limited to, Internet or auction purchases and purchases made on an uninstalled basis.
- 3 phase models, cabinets or cabinet pieces that do not affect product performance, air filters, refrigerant, refrigerant line sets, belts, wiring, fuses, surge protection devices, non-factory installed driers, and Product accessories.
- Increased utility usage costs.

**REFRIGERANT POLICY:** Beginning on January 1, 2010, R-22 refrigerant will no longer be used as a manufacturer-installed refrigerant as required by federal regulation. Any and all expenses or costs associated with replacing Product parts that are not R-410A compatible will not be covered by the terms and conditions of this limited warranty. In addition, all Products containing R-410A refrigerant include a liquid line filter drier which must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressors defined as burnouts. Failure to comply with such filter drier requirements or the use of contaminated or alternate refrigerant or any non-approved refrigerant system additives including, but not limited to, dyes, will void this limited warranty.

## ADDITIONAL TERMS:

**THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS.**

**NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS.**

No action arising out of any claimed breach of this limited warranty may be brought by a Purchaser more than one (1) year after the cause of action has arisen.

This limited warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages, how long a warranty lasts based on registration, or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this limited warranty.

Residential Systems  
6200 Troup Highway, Tyler, TX 75707  
Attn: Customer Relations

Or visit our website at [www.trane.com](http://www.trane.com) or [www.americanstandardair.com](http://www.americanstandardair.com)

Subject to the terms and conditions of this limited warranty, Trane U.S., Inc. ("Company") extends a limited warranty against manufacturing defects for the product(s) identified in Table 1 attached hereto ("Products") that are installed in a residential application (personal, family or household purposes) under normal use and maintenance in the United States and Canada.

## This limited warranty applies to Products manufactured on or after August 1, 2011.

In order to maximize the available benefits under this limited warranty, the Purchaser (as defined below) should read it in its entirety. All repairs of Product parts covered under this limited warranty must be made with authorized service parts and by a licensed HVAC service provider. Additionally, commercial applications are treated differently under this limited warranty as stated in Table 1 attached hereto. For purposes of this limited warranty, "commercial applications" shall mean any application other than for personal, family, or household use.

**TERM:** The limited warranty period for Products is as stated in Table 1 attached hereto. If the Purchaser properly registers the Products, the limited warranty period shall be extended as stated in Table 1 attached hereto. Regardless of registration, the Commencement Date for a limited warranty period shall be the date that the original installation is complete and all Product start-up procedures have been properly completed and verified by an installer's invoice. If the installation and start-up date cannot be verified by the installer's invoice, the Commencement Date shall be sixty (60) days after the factory manufacture date which is verified by the Product serial number. Where a Product is installed in a newly constructed home, the Commencement Date is the date the Purchaser purchased the residence from the builder. Proof of Product purchase, installation, and/or closing date of the residence may be required to confirm the Commencement Date.

The installation of Product replacement parts under this limited warranty shall not extend the original warranty period. The warranty period for any Product part replaced under this limited warranty is the applicable warranty period remaining under the original Product warranty.

**WHO IS COVERED:** This limited warranty is provided only to the original owner and his or her spouse ("Purchaser") of the residence where the Products are originally installed. This warranty is not transferable except according to terms stated on the applicable website identified below under Registration Requirements. Company has the right to request any and all proof of Product purchase or installation and/or closing date of the residence.

**WHAT COMPANY WILL DO:** Company may request proof of Product purchase and/or installation in order to provide Product parts under this limited warranty. As Company's only responsibility and Purchaser's only remedy under this limited warranty, Company will furnish a replacement part to the licensed HVAC service provider, without charge for the part only, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If a Product part is not available, Company will, at its option, provide a free suitable substitute part or provide a credit in the amount of the then factory selling price for a new suitable substitute part to be used by the Purchaser towards the retail purchase price of a new Company product. Any new Product purchase shall be at Purchaser's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

**REGISTRATION REQUIREMENTS:** All Products must be properly registered online by the Purchaser within sixty (60) days after the Commencement Date to receive the registered limited warranty terms. To register online, go to:

<http://www.trane.com/Residential/Trane/Owners/Warranty-Information> or  
<http://www.americanstandardair.com/servicesupport/pages/warranty.aspx>

and click "Begin Online Registration." If a Purchaser does not register within this stated time period, the base limited warranty terms shall apply.

**ELIGIBILITY REQUIREMENTS:** The following items are required in order for the Products to be covered under this limited warranty:

- The Products must be in the same location where they were originally installed.
- The Products must be properly installed, operated, and maintained by a licensed HVAC service provider in accordance with the Product specifications or installation, operation, and maintenance instructions provided by Company with each Product. Failure to conform to such specifications and/or instructions shall void this limited warranty. Company may request written documentation showing the proper preventative maintenance.
- All Product parts replaced by Company under this limited warranty must be given to the servicing provider for return to Company.

GW-654-3111



## Important Product Information

Thank you for purchasing Trane home comfort products. Registering your products helps us provide you with one of the strongest manufacturer limited warranties available. Product registration can be completed either online at [Trane.com](http://Trane.com) or by calling 800-554-6413. You will need the serial number, model number, and installation date for each product being registered. Your dealer may have included these on your invoice or can provide a list for you to use. Please take a few moments to record the following information to ensure your product registration process is quick and easy:

Outdoor Unit Serial Number \_\_\_\_\_

Outdoor Unit Model Number \_\_\_\_\_

Thermostat Model Number \_\_\_\_\_

Date of Installation \_\_\_\_\_

Dealer \_\_\_\_\_

## Service Information

Call your installing dealer if the unit is inoperative. Before you call, always check the following to be sure service is required:

- a. Be sure the main switch that supplies power to the unit is in the ON position.
- b. Replace any burned-out fuses or reset circuit breakers.
- c. Be sure the thermostat is properly set.

Service Phone \_\_\_\_\_



*It's Hard To Stop A Trane.®*

[www.trane.com](http://www.trane.com)

Ingersoll Rand Residential Solutions, a business comprised of well-known brands like Schlage and Trane, delivers safety, comfort and efficiency to homeowners throughout North America. Our quality products, services and solutions include mechanical and electronic locks, heating and air conditioning systems, indoor air quality solutions, advanced controls, portable security systems and remote home management. For more information on these and other residential solutions please visit [www.ingersollrand.com](http://www.ingersollrand.com), [www.schlage.com](http://www.schlage.com), or [www.trane.com](http://www.trane.com).

# **EXHIBIT 3**

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 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.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM</b>	<p><b>Reimbursement for out-of-pocket expense:</b> You <u>must</u> submit a Claim to get a reimbursement.</p> <p><b>Preventative Injection:</b> You <u>must</u> contact a Trane dealer and get the injection within 12 months of the Effective Date.</p> <p><b>Enhanced Compressor Warranty Coverage:</b> 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>	<b>September 25, 2020</b>
<b>EXCLUDE YOURSELF</b>	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.	<b>July 13, 2020</b>
<b>OBJECT</b>	Tell the Court about why you do not like the Settlement.	<b>Received by July 13, 2020</b>
<b>DO NOTHING</b>	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.AirConditionerSettlement.com](http://www.AirConditionerSettlement.com).

## WHAT'S IN THIS NOTICE

### **INFORMATION ABOUT THE LAWSUIT..... Page 3**

1. What is the lawsuit about?
2. Why is this a class action?
3. Why is there a Settlement?

### **INFORMATION ABOUT THE SETTLEMENT ..... Page 3**

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

### **THE SETTLEMENT BENEFITS ..... Page 4**

5. What are the benefits of the Settlement?
6. How do I receive the benefits of the Settlement?
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?
8. What am I giving up to stay in the class?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT ..... Page 7**

9. How do I exclude myself from this Settlement?
10. If I do not exclude myself, can I sue Trane later?
11. If I exclude myself, can I get the benefits of this Settlement?

### **THE LAWYERS REPRESENTING YOU ..... Page 7**

12. Do I have a lawyer in this case?
13. How will the lawyers be paid, and will the Representative Plaintiffs receive Service Awards?

### **SUPPORTING OR OBJECTING TO THE SETTLEMENT ..... Page 8**

14. How do I tell the Court that I like or dislike the Settlement?
15. What is the difference between objecting and excluding?

### **FAIRNESS HEARING..... Page 9**

16. When and where will the Court decide whether to approve the Settlement?
17. Do I have to come to the hearing?
18. May I speak at the hearing?

### **IF YOU DO NOTHING ..... Page 10**

19. What happens if I do nothing at all?
20. No further notices.

### **ADDITIONAL INFORMATION..... Page 10**

21. How can I obtain more information?

## 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 Fairness Hearing on **Wednesday, August 12, 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.AirConditionerSettlement.com](http://www.AirConditionerSettlement.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 **800-528-7199**.

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. You may claim both if you paid for both.

Your claim must be postmarked or submitted online by **Friday, September 25, 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 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 and can be performed during any routine maintenance or other service call visit.

In order to receive an injection under this program, contact any local Trane service provider or dealer and reference bulletin number **UN-SVB020H-EN**. Trane will provide the service provider or dealer with a bottle of MJ-X Lite through the local distributor and will reimburse the service person for labor up to \$50 to inject it. You will be responsible for the costs of any ordinary maintenance/service call fees.

#### 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 **Friday, September 25, 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 **Friday, September 25, 2020**.

**B. Free Additive to Prevent Future TXV Clogs**

The preventative injection can be performed during any routine maintenance or other service call visit.

In order to receive an injection under this program, contact any local Trane service provider or dealer and reference bulletin number **UN-SVB020H-EN**. This benefit will be available beginning after the Settlement is finally approved and becomes "effective," which is currently expected to occur on or about September 11, 2020, and the program will run for a full twelve months thereafter, currently expected to expire on or about September 11, 2021. 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.

If you did not receive a notice specifically stating that you do not need to do anything, then 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 **Friday, September 25, 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 **Wednesday, August 12, 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.AirConditionerSettlement.com](http://www.AirConditionerSettlement.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.AirConditionerSettlement.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:

<p>Timothy N. Mathews Zachary P. Beatty Chimicles Schwartz Kriner &amp; Donaldson-Smith LLP 361 W. Lancaster Avenue Haverford, Pennsylvania 19041 (610)-642-8500 <a href="mailto:TraneSettlement@chimicles.com">TraneSettlement@chimicles.com</a></p>	<p>James C. Shah Shepherd Finkelman Miller &amp; Shah LLP 475 White Horse Pike, Collingswood, NJ 08107 (856)-858-1770 <a href="mailto:jshah@sfms.com">jshah@sfms.com</a></p>
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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:

Livingston v Trane Settlement  
c/o Settlement Administrator  
PO Box 58263  
Philadelphia, PA 19102-8263

Your request for exclusion must be postmarked no later than **Monday, July 13, 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 and Zachary P. Beatty 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.AirConditionerSettlement.com](http://www.AirConditionerSettlement.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.

<b>SUPPORTING OR OBJECTING TO THE SETTLEMENT</b>
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**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 to 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 so your objection is **received** no later than **Monday, July 13, 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 **Monday, July 13, 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.

<b>FAIRNESS HEARING</b>
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**16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on **Wednesday, August 12, 2020 at 12:00 P.M.** 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. Any changes to the Fairness Hearing date or deadlines will be posted on the Settlement Website.

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 **received** no later than **Monday, July 13, 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.

<b>IF YOU DO NOTHING</b>
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**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.AirConditionerSettlement.com](http://www.AirConditionerSettlement.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.AirConditionerSettlement.com](http://www.AirConditionerSettlement.com)**. Updates regarding the case will also be available on the website. You may also call **800-528-7199**. 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.**