

# **EXHIBIT 1**

**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.

**JOINT STIPULATION AND  
SETTLEMENT AGREEMENT**

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This Class Action Settlement Agreement and Release (the “Settlement” or “Agreement”) is entered by and between Louise Livingston, Melissa Rainey, David Smith, Raymond Sabbatine, Peter Goldis, and Bill Colbert (collectively, “**Plaintiffs**” or “**Representative Plaintiffs**”), individually and as representatives of the Settlement Class (as defined below), and Trane U.S. Inc. (“**Defendant**” or “**Trane**”). Collectively, Plaintiffs and Trane shall be referred to as the “**Parties.**” The Settlement Agreement is intended to fully, finally, and forever resolve, discharge, and settle the above-captioned lawsuit, pending in the United States District Court for the District of New Jersey (the “**Action**”), and all matters raised or that could have been raised therein, subject to the terms and conditions hereof and approval by the Court.

## **I. BACKGROUND**

1. WHEREAS, Plaintiffs filed the Action as a putative class action against Trane, alleging that Trane manufactured and sold certain air conditioners and heat pumps that are defective because they were manufactured with an unapproved rust inhibitor in the compressor, which is manufactured by a third party, that travels from the compressor and causes sticky debris to form on thermostatic expansion valves (“TXVs”);

2. WHEREAS, Plaintiffs further allege that, for air conditioner and heat pump systems that experienced a stuck TXV, Trane instructed service personnel to

inject a chemical additive, called “MJ-X,” to break apart the sticky debris, and Plaintiffs allege that the MJ-X additive creates a risk of long-term damage to the systems, particularly the compressor;

3. WHEREAS, Plaintiffs asserted in the Action claims for misrepresentation, omission, and breach of implied and express warranty;

4. WHEREAS, Trane denies Plaintiffs’ allegations, denies that the air conditioner and heat pump systems are defective, denies that MJ-X is harmful or causes long-term damage to the air conditioner and heat pump systems, denies that it has committed or engaged in any misconduct, wrongdoing, or other actionable conduct, and asserts numerous defenses to the claims alleged by Plaintiffs;

5. WHEREAS, Trane also developed an additive called MJ-X Lite that Trane determined serves to prevent TXV clogs due to the rust inhibitor and that is less acidic than full-strength MJ-X;

6. WHEREAS, Plaintiffs engaged in substantial discovery, including, but not limited to: obtaining over 10,250 pages of documents from Trane; subpoenaing over 24,000 pages of documents from five third-party industry participants (including the manufacturer of the compressors); retaining and consulting with two experts, including a professional engineer, whose detailed report was substantially completed prior to the Parties’ engagement in settlement discussions; and taking the deposition of a Trane designee;

7. WHEREAS, Plaintiffs' counsel also are, or have been, counsel for the plaintiffs in three actions against other manufacturers of air conditioners and heat pumps, who utilized compressors from the same third-party supplier, arising out of the same alleged rust inhibitor defect, and also obtained through discovery in this Action transcripts of three days of deposition testimony of the designee for the compressor manufacturer;

8. WHEREAS, each Representative Plaintiff also produced documents in response to Trane's requests for production, totaling over 430 pages.

9. WHEREAS, the Parties, following discovery, investigation, and careful analysis of their respective claims and defenses, and with full understanding of the risks, expense, and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Action by or on behalf of Plaintiffs and Settlement Class Members (defined below) with respect to the allegations and claims in the Action;

10. WHEREAS, the Parties agree that neither this Settlement Agreement nor the underlying settlement shall constitute or be construed as any admission of liability or wrongdoing on the part of Defendant, which is expressly denied, or that the Plaintiffs' claims or similar claims are, or would be, suitable for class treatment if the Action proceeded through litigation and trial;

11. WHEREAS, this Settlement Agreement is the result of arm's-length negotiations between the Parties and was reached after three in-person mediation sessions before the Honorable Diane M. Welsh (Ret.), and several months of direct negotiation, and, in the view of counsel for the Parties, based upon the information exchanged to date, is fair, adequate, and reasonable;

12. NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

## II. DEFINITIONS

13. **"Action"** means the above captioned lawsuit captioned, *Livingston et al. v. Trane U.S. Inc.*, No. 2:17-cv-06480-ES-MAH, pending in the United States District Court for the District of New Jersey.

14. **"Additive"** means the chemical additives marketed as MJ-X, Zerol Ice, and A/C Re-new.

15. **"Agreement"** or **"Settlement"** means this stipulation and agreement of settlement.

16. **"Attorneys' Fees and Expenses"** means the amount awarded by the Court to Class Counsel to compensate them for all attorneys' fees, costs, and expenses incurred in connection with the Action.

17. **"Claim Form"** means the form attached hereto as Exhibit A.



18. **“Class Counsel”** shall mean Timothy N. Mathews, Esq. and Zachary P. Beatty, Esq. of Chimicles Schwartz Kriner & Donaldson-Smith LLP, 361 W. Lancaster Avenue, Haverford, Pennsylvania 19041, and James C. Shah, Esq. of Shepherd Finkelman Miller & Shah LLP, 475 White Horse Pike, Collingswood, NJ 08107.

19. **“Costs of Notice and Administration”** means all reasonable fees and expenses incurred for the (1) preparation, mailing, and emailing of the Mailed Notice; (2) costs of Publication Notice; (3) receipt and adjudication of claims submitted by Settlement Class Members under this Settlement, including the costs of administering a Settlement Website, and mailing and processing opportunities to cure deficiencies; (4) receipt and processing of Objections to the Settlement and Opt-Out forms submitted by Settlement Class Members who wish to exclude themselves from the Class; (5) preparation of status reports to the Parties and the Court; (6) preparation of tax returns for any settlement bank accounts; (7) distribution of settlement payments for Reimbursement of Repair Expenses; and (8) other costs of notice and administration of the Settlement incurred by the Settlement Administrator.

20. **“Court”** refers to the United States District Court for the District of New Jersey.

21. **“Effective Date”** means the date on which the Settlement and Final Judgment have become “final” in that all of the following conditions have been satisfied:

- (1) The Final Judgment has been entered; and
- (2)(a) The time for filing or noticing any appeal, petition for review or motion for reconsideration has expired; or
- (2)(b) If an appeal, review, or reconsideration is sought from the Final Judgment, the later of (i) the date on which the Final Judgment is affirmed and is no longer subject to judicial review, or (ii) the date on which the appeal, petition for review, or motion for reconsideration is dismissed or denied and the Final Judgment is no longer subject to judicial review.

22. **“Enhanced Compressor Warranty Coverage”** means the enhanced compressor warranty provisions described in paragraphs 62(a) through (c), below, which are provided to Settlement Class Members whose Settlement Class Air Conditioners/Heat Pumps were injected with an Additive on or before September 30, 2018.

23. **“Evidence of a Qualifying Additive Injection”** means documentation reflecting injection of an Additive into a Settlement Class Air

Conditioner or Heat Pump on or before September 30, 2018, such as an invoice, bill, service record, or other comparable document.

24. **“Evidence of a Qualifying Repair Expense”** means documentation of the work performed and out-of-pocket cost incurred for a Qualifying Repair, sufficient to allow a determination that the claim falls within the terms of the Settlement. Such documentation may include work orders, invoices, or similar documents, and may be supported by cancelled checks or credit card statements. The documentation must include information that is sufficient for the Settlement Administrator to determine, under a “more likely than not” standard, that the out-of-pocket cost was incurred for a Qualifying Repair. In making its determinations, the Settlement Administrator shall follow the Claims Handling Guidelines set forth in Exhibit J.

25. **“Fairness Hearing”** means the hearing at which the Court will consider and finally approve the Agreement as fair, reasonable, and adequate, certify the Class for settlement purposes, award Attorneys’ Fees and Expenses, including Representative Plaintiff Service Awards, enter the Judgment, and make such other final rulings as are contemplated by this Settlement Agreement.

26. **“Final Order and Judgment”** means the Order and Judgment, substantially in the form attached hereto as Exhibit H, to be entered by the Court in

the Action finally approving this Settlement Agreement and dismissing the Action with prejudice.

27. “**Full Notice**” means the long-form notice, in the form attached as Exhibit D, that will be posted on the Settlement Website.

28. “**Mailed Notice**” means the notice, in the form attached as Exhibit B, that will be sent via first class mail to all Settlement Class Members who are reflected in Trane’s warranty registration records.

29. “**MJ-X Lite**” means the chemical additive referred to as MJ-X Lite or part number CHM01394.

30. “**Notice Date**” means the 49th day after the Court enters a Preliminary Approval Order.

31. “**Opt-Out/Objection Deadline**” means the date seventy-seven (77) days after the Preliminary Approval Order is entered, and shall be specified on the Mailed Notice, Full Notice, Publication Notice, and Settlement Website.

32. “**Plaintiffs**” or “**Representative Plaintiffs**” means Louise Livingston, Melissa Rainey, David Smith, Raymond Sabbatine, Peter Goldis, and Bill Colbert.

33. “**Preliminary Approval Order**” means the Court’s order preliminarily approving the terms of the Settlement Agreement as fair, adequate, and reasonable, including the Court’s approval of the form and manner of giving

notice to Settlement Class Members, and provisionally certifying the Settlement Class and appointing Class Counsel, substantially in the form attached hereto as Exhibit G.

34. **“Preventative Injection”** means an injection of MJ-X Lite.

35. **“Preventative Injection Program”** means the program described in Section IV.B., below.

36. **“Publication Notice”** means the notice, in the form attached as Exhibit C, that will be published pursuant to the publication notice plan set forth in paragraph 76, below.

37. **“Qualifying Additive Injection”** means an injection of an Additive into a Settlement Class Air Conditioner or Heat Pump on or before September 30, 2018.

38. **“Qualifying Repair”** means the diagnosis and repair of a sticky, stuck, or obstructed TXV at any time up to the Effective Date by either (1) replacing the TXV (either by replacing the TXV itself or the coil in which it is installed), or (2) injecting an Additive.

39. **“Released Claims”** means all claims released pursuant to the release and waiver set forth in Section IX of this Agreement.

40. **“Released Parties”** means Trane and (a) its predecessors and successors in interest, parents (specifically including, but not limited to, Ingersoll-

Rand Company), subsidiaries, affiliates, and assigns; (b) its past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (c) its suppliers of component parts in the manufacture of the Settlement Class Air Conditioners and Heat Pumps (specifically including, but not limited to, the suppliers of the compressors containing the unapproved rust inhibitor in the compressor: Emerson Electric Co., Emerson Climate Technologies, Inc., and Alliance Compressors, LLC, and each of their parents, subsidiaries, affiliates, and assigns).

41. **“Repair Expense”** means out-of-pocket cost incurred by a Settlement Class Member for a Qualifying Repair.

42. **“Service Awards”** means the \$5,000 that Trane has agreed to pay to each of the six named Plaintiffs, who served as representatives in the Action, upon finalization of the Settlement Agreement and approval by the Court.

43. **“Service Bulletins”** means the Service Bulletins, which Trane will re-issue in substantially the same form as attached Exhibits E and F, which, among other things, will communicate information about the Preventative Injection Program and Extended Compressor Warranty Coverage to distributors and Service Providers, per Trane’s normal warranty administration.

44. **“Service Provider”** means any qualified dealer, service personnel, contractor, or other person who is qualified and, if required, licensed in their state to service air conditioners and heat pumps.

45. **“Settlement Administrator”** means Heffler Claims Group [to be jointly agreed by Plaintiffs and Trane].

46. **“Settlement Class Air Conditioners and Heat Pumps”** means Trane and American Standard 1.5- to 5-ton air conditioners and heat pumps with a serial number listed on Exhibit I.

47. **“Settlement Class”** and **“Settlement Class Members”** mean all United States residents who are current or former owners of the Settlement Class Air Conditioners and Heat Pumps. 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 under the procedure specified in Section VII.A., below.

48. **“Trane Base Limited Warranty”** means the base limited warranty that Trane provided with the Settlement Class Air Conditioners and Heat Pumps.

49. **“Trane Registered Limited Warranty”** means the limited warranty that Trane provides to owners of the Settlement Class Air Conditioners and Heat Pumps who registered their warranty.

50. “**Trane**” or “**Defendant**” means Trane U.S. Inc.

### **III. ESTABLISHMENT OF A SETTLEMENT CLASS**

51. For purposes of implementing this Agreement, and for no other purpose, Defendant stipulates to the conditional certification of the Settlement Class, the appointment of Plaintiffs as representatives of the Settlement Class, and the appointment of Class Counsel as counsel for the Settlement Class. If, for any reason, this Agreement should fail to become effective, Defendant’s stipulation shall be null and void, and the Parties shall return to their prior positions in the Action.

### **IV. SETTLEMENT BENEFITS**

#### **A. Reimbursement Of Repair Expenses**

52. Trane agrees to reimburse Repair Expenses for Qualifying Repairs for all Settlement Class Members who submit a timely Claim Form and Evidence of Qualifying Repair Expense pursuant to the terms herein, up to the following caps:

- a. Trane will reimburse Repair Expenses for TXV replacements up to \$575 per Settlement Class Air Conditioner/Heat Pump; and
- b. Trane will reimburse Repair Expenses for injection of Additives up to \$250 per Settlement Class Air Conditioner/Heat Pump.

53. Claim Forms must be postmarked (for mailed claims) or submitted (for online claims) within one hundred twenty (120) days of the Notice Date.



54. In order to prove membership in the Settlement Class, claimants shall provide (1) the serial number(s) of the Settlement Class Air Conditioner or Heat Pump, and (2) the address location where the Settlement Class Air Conditioner or Heat Pump is installed. Claimants may provide this information by filling out the information on the Claim Form, or through documentation, such as a photograph of the data plate on the unit, or the Evidence of a Qualifying Repair Expense.

55. If a TXV replacement was accomplished by replacing the entire coil, the Settlement Class Member must submit documentation reflecting that the coil replacement was performed in connection with a sticky, stuck, or obstructed TXV.

56. The Settlement Administrator shall make determinations whether the Evidence of a Qualifying Repair Expense is sufficient to establish the out-of-pocket costs incurred for a Qualifying Repair by following the Claims Handling Guidelines set forth in Exhibit J. If the Settlement Administrator determines that the Evidence of a Qualifying Repair Expense is insufficient, it shall notify the Settlement Class Member of the deficiency and provide not less than forty-five (45) days for the Settlement Class Member to provide additional evidence supporting the claim. For any Settlement Class Members who make an attempt to cure but do not cure the deficiency, the Settlement Administrator shall mail a notice of that decision within thirty (30) days.

**B. Preventative Injection Program**

57. For a period of twelve (12) months after the Effective Date, for Settlement Class Air Conditioners and Heat Pumps that have not been injected previously with an Additive, Trane will provide: (1) a bottle of MJ-X Lite to be injected into the Settlement Class Air Conditioner/Heat Pump during any routine maintenance or other service call, and (2) a labor reimbursement equal to 0.5 hours at the Service Provider's ordinary rate, capped at \$50 (collectively, the "Preventative Injection Program").

58. Trane will ensure that a supply of MJ-X Lite sufficient to meet the needs of the Preventative Injection Program is available to Service Providers during the time that the program is operational.

59. Notice of the Preventative Injection Program shall be provided to Settlement Class Members through the Settlement Administrator by the Mailed Notice, Full Notice, and Publication Notice, and, further, Trane shall also issue the Service Bulletins, substantially in the form attached as Exhibits E and F, to provide notice of the Preventative Injection Program to Service Providers. Notice of the Service Bulletins will be provided to Service Providers via Trane's standard bulletin dissemination process, which includes email distribution of the General Service Bulletin to field service representatives, distributor service operations managers, and independent wholesale distributor principles, who, pursuant to

Trane's standard guidelines, are responsible for disseminating information to their local service personnel. In addition, both versions of the Service Bulletins will be uploaded and housed on Trane's Comfortsite dealer portal in the normal course until the Service Bulletins expire.

60. Trane shall provide MJ-X Lite to Service Providers through its authorized parts suppliers, per its normal warranty processes. In order to obtain MJ-X Lite for the Preventative Injection Program, a Service Provider shall provide the authorized parts supplier with 1) the serial number of the Settlement Class Air Conditioner or Heat Pump; 2) the address location where the Settlement Class Air Conditioner or Heat Pump is installed for entry into the warranty claim per the Service Bulletin; and 3) verification that the MJ-X Lite will be injected as part of routine maintenance or other service call, such verification may be submitted in writing to the authorized parts supplier or verbally in person consistent with the normal procedures for making a warranty claim. Only one bottle of MJ-X Lite shall be allowed for each Settlement Class Air Conditioner/Heat Pump.

61. Trane shall provide labor reimbursements to Service Providers through its authorized parts suppliers consistent with Trane's ordinary labor concession procedures equal to 0.5 hours at the Service Provider's ordinary rate, capped at \$50.

**C. Enhanced Compressor Warranty Coverage For Settlement Class Air Conditioners/Heat Pumps Injected With Additives**

62. Trane shall provide the following enhanced compressor warranty coverage (collectively, the “Enhanced Compressor Warranty Coverage”) for Settlement Class Members who are covered by the Trane Base Limited Warranty or Registered Limited Warranty and received a Qualifying Additive Injection:

- a. Settlement Class Members who did not register their warranty will receive a warranty concession to extend the Base Limited Warranty coverage over the compressor for ten (10) years from the date of installation, rather than only five (5) years of limited warranty over the compressor;
- b. For Settlement Class Members who experience a compressor failure within ten (10) years of installation, in addition to the coverage under the Limited Warranty, Trane shall provide a warranty concession for up to four (4) hours of labor, 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
- c. For Settlement Class Members who experience a compressor failure after ten (10) years but within twelve (12) years of installation, Trane will provide a credit of \$600 towards the purchase of a new Trane/American Standard HVAC unit.

d. Class Members who are not covered by either the Trane Base Limited Warranty or Registered Limited Warranty are not entitled to this benefit (i.e., subsequent owners who are not valid transferees of the warranty).

63. Notice of the Enhanced Compressor Warranty Coverage shall be provided to Settlement Class Members through the Settlement Administrator by Mailed Notice, Full Notice, and Publication Notice, and, further, Trane shall also issue Service Bulletins, in the form attached as Exhibits E and F, to provide notice of the Enhanced Compressor Warranty Coverage to Service Providers. Notice of the Service Bulletins will be provided to Service Providers via Trane's standard bulletin dissemination process.

64. Evidence in Trane's electronic warranty system that the Settlement Class Air Conditioner/Heat Pump was injected with an Additive prior to September 30, 2018, shall suffice to prove entitlement to the above enhanced compressor warranty coverage. The Mailed Notice sent to Settlement Class Members shall specify whether Trane's records reflect that the relevant Settlement Class Air Conditioner/Heat Pump received a Qualifying Additive Injection or, alternatively, whether a claim must be submitted with evidence of an injection to qualify.

65. For Settlement Class Air Conditioners/Heat Pumps that do not appear in Trane's records as having been injected with an Additive, Settlement Class Members may submit a Claim Form and Evidence of a Qualifying Additive Injection in order to qualify for the Enhanced Compressor Warranty Coverage. Such submission shall be postmarked or submitted online within one hundred twenty (120) days of the Notice Date. In order to prove membership in the Settlement Class, such claimants shall provide the serial number of the Settlement Class Air Conditioner or Heat Pump, and the address location where the Settlement Class Air Conditioner or Heat Pump is installed, and Evidence of a Qualifying Additive Injection.

66. The Settlement Administrator shall make determinations whether the Evidence of a Qualifying Additive Injection is sufficient to establish that a Qualifying Additive Injection was received. If the Settlement Administrator determines that the Evidence of a Qualifying Injection is insufficient, it shall notify the Settlement Class Member of the deficiency and provide not less than forty-five (45) days for the Settlement Class Member to provide additional evidence. For any Settlement Class Members who make an attempt to cure but do not cure the deficiency, the Settlement Administrator shall mail a notice of that decision within thirty (30) days.

67. Trane shall maintain records in its electronic warranty systems made available to its authorized parts suppliers of the serial numbers of the Settlement Class Air Conditioners and Heat Pumps that qualify for Enhanced Compressor Warranty Coverage until all such coverage has expired.

## **V. NOTICE AND ADMINISTRATION**

68. Trane agrees to pay all Costs of Notice and Administration and shall be responsible for the reasonable costs billed by the Settlement Administrator.

69. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall serve upon the Attorneys General of each U.S. State in which Settlement Class Members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

70. Within ten (10) days of the Preliminary Approval Order, Trane shall provide the Settlement Administrator with the name, address, and email address, to the extent available if the Class Member registered their Air Conditioners and Heat Pumps with Trane, of each Settlement Class Member reflected in Trane’s warranty registration records.

71. Within ten (10) days of the Preliminary Approval Order, Trane shall provide the Settlement Administrator with a searchable version of Exhibit I to be placed on the Settlement Website.

72. Within ten (10) days of the Preliminary Approval Order, the Settlement Administrator shall also establish the Settlement Website, which will be located at an address to be designated by the Settlement Administrator. The Settlement Website shall include the ability to electronically complete the Claim Form, upload supporting documentation, and also to print the Claim Form. The Settlement Website shall also include an electronically searchable list of the serial numbers of the Settlement Class Air Conditioners and Heat Pumps.

73. The Settlement Website shall also provide copies of the Settlement, the Publication Notice, Full Notice, and the Mailed Notice, relevant pleadings such as the operative Amended Complaint, papers in support of preliminary and final approval of the Settlement, and Class Counsel's Motion for Attorneys' Fees and Expenses and Service Awards, plus relevant orders of the Court, as well as other documents and notifications as Ordered by the Court or agreed by the Parties. The Settlement Website will also include information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement.

74. The Settlement Administrator shall take steps to ensure that the Settlement Administration Website is optimized for searching and that it is mobile-



friendly. The Settlement Administrator shall maintain and update as necessary the Settlement Website until at least nine (9) months after the later of the expiration of the Preventative Injection Program or the last date on which checks for Reimbursement of Repair Expenses are mailed.

75. On or before the Notice Date, the Settlement Administrator shall mail the Mailed Notice, along with a copy of the Claim Form, via first class mail to the address of every Settlement Class Member in Trane's warranty registration records. The Mailed Notice will be addressed to the Settlement Class Member or "current resident."

76. On or before the Notice Date, the Settlement Administrator shall also cause the Publication Notice to be published on the Settlement Website and to be published on at least one occasion in ACHR News magazine. Further, on or before the Notice Date, the Settlement Administrator shall also place banner advertisements and/or sponsored links to the Settlement Website via websites and networks such as ACHR News, Facebook, Google, and other electronic and mobile advertising, sufficient to create not less than 70,000,000 impressions. Trane shall provide the Settlement Administrator with the approximate proportion of Settlement Class Air Conditioners and Heat Pumps distributed by Trane to each state, and the Settlement Administrator shall geographically target the electronic notices in approximately the same proportions to each state. In addition, on or

before the Notice Date, Class Counsel shall also publish the Publication Notice and/or the Mailed Notice on their law firm websites.

77. On or before the Effective Date, Trane shall cause the Service Bulletin to be distributed via Trane's standard bulletin dissemination process.

78. The Settlement Administrator shall also maintain a toll-free settlement assistance number, which shall include the access to live operators and Interactive Voice Response, which will contain information approved by the Parties.

79. The Settlement Administrator shall receive, evaluate, and either approve or disapprove all completed Claim Forms submitted by Class Members for Reimbursement of Repair Expenses and/or submitting Evidence of a Qualifying Injection to qualify for the Enhanced Compressor Warranty Coverage, and shall also send notices of deficiency and handle attempts to cure, as set forth above in paragraphs 56 and 66.

80. In evaluating claims for Reimbursement of Repair Expenses, the Settlement Administrator shall use and apply the Claim Review Guidelines set forth in Exhibit J. Once the Settlement Administrator has made the first sixty-five (65) determinations to approve and the first sixty-five (65) determinations to disapprove claims for Reimbursement of Repair Expenses, it shall provide the Parties with its determinations, along with the claim forms and supporting documentation, to enable the Parties to ensure that the claims approval criteria set

forth in the Settlement and in Exhibit J have been correctly applied. Trane shall perform its analysis on the first sixty-five (65) determinations to approve and provide the results of its analysis to Plaintiffs' counsel within twenty-one (21) days. Within twenty-one (21) days thereafter, Plaintiffs' counsel shall inform Trane's counsel whether they agree or disagree with Trane's analysis. Plaintiffs shall provide their analysis of the first sixty-five (65) determinations to disapprove claims and provide the results of their analysis to Trane's counsel within twenty-one (21) days. Within twenty-one (21) days thereafter, Trane's counsel shall inform Plaintiffs' counsel whether they agree or disagree with Plaintiffs' analysis. The Parties shall thereafter meet and confer as soon as practicable and, to the extent they agree that any claims have been improperly accepted or denied under the terms of the Settlement or Exhibit J, they shall inform the Settlement Administrator and advise the Settlement Administrator as to the proper criteria to be applied going forward. If the Parties agree that more than 6% of the initial one hundred thirty (130) claims were approved and/or disapproved in error, then the Parties shall have the option to perform a similar audit of the next sixty-five (65) determinations to approve claims and the next sixty-five (65) determinations to disapprove claims utilizing the same process. Nothing in this paragraph shall be construed to prohibit the Parties from reviewing any claims or supporting

documentation, however, which right is retained. The Court shall retain jurisdiction over any disputes.

81. Within ten (10) days of Preliminary Approval, Trane will provide the Settlement Administrator with a list of any Settlement Class Air Conditioner and Heat Pump serial numbers for which Trane previously paid a warranty claim or labor concession for a TXV replacement or an injection of MJ-X based on information available in Trane's warranty system. The list will include the amount that Trane paid, the date, the Service Provider, and any other relevant data in Trane's records concerning the warranty claim or labor concession. Trane may also fulfill this obligation by providing the Settlement Administrator with read-only access to portions of the Warranty Management System, which data the Settlement Administrator shall keep confidential and will only use to fulfill the obligations of the Settlement Administrator. The Settlement Administrator shall flag these serial numbers, and if a claim is submitted by a Class Member seeking reimbursement of out-of-pocket expenses for one of these serial numbers, then the Settlement Administrator shall evaluate whether any offset is merited under the claims review criteria set forth in Exhibit J. The Settlement Administrator shall reduce or deny the amount claimed only if it is more likely than not that the amount claimed includes a previously reimbursed amount and pursuant to the criteria set forth in Exhibit J. The Settlement Administrator shall provide the Parties with its

determinations of reimbursable amounts as to these claims, along with any supporting documentation, within thirty (30) days after the Effective Date and thereafter on the last business day of each month. If either Party believes that the Settlement Administrator erred in determining the amount of the reimbursable expense, that Party shall meet and confer with the other Party within thirty (30) days to seek to resolve the issue.

82. The Court shall retain jurisdiction to resolve any dispute concerning claim approval or disapproval that the Parties cannot resolve in good faith.

83. On the last business day of each month, the Settlement Administrator shall provide the Parties with a summary report on the qualified claims and deficient claims for Reimbursement of Repair Expenses and/or Enhanced Compressor Warranty Coverage.

84. Within thirty (30) days of the Effective Date, and thereafter on the last business day of each month, the Settlement Administrator shall advise the Parties of the qualified claims for Reimbursement of Repair Expenses and/or Enhanced Compressor Warranty Coverage. Other than claims subject to the additional procedures specified in paragraphs 80 and 81, above, for which additional time may be needed, within fourteen (14) days thereafter, Trane shall deposit the funds into an escrow account to be identified by the Claims Administrator, sufficient to pay 100% of the approved Reimbursement of Repair Expenses claims. Within

fourteen (14) days thereafter, the Settlement Administrator shall send, via first class mail to the address provided in the Claim Form, a reimbursement check for 100% of the approved Reimbursement of Repair Expenses and/or a confirmation of qualification for the Enhanced Compressor Warranty Coverage. The confirmation of qualification for the Enhanced Compressor Warranty Coverage shall be in a form mutually agreed by the Parties. All checks shall remain valid for not less than one hundred eighty (180) days after mailing. The Settlement Administrator shall perform skip tracing for any checks returned as undeliverable. Any uncashed checks shall escheat in accordance with applicable escheat laws.

85. The Settlement Administrator shall also process any objections and requests for exclusion from the Settlement, and provide reports to Class Counsel, Trane, and the Court, as set forth in Sections VII.A. and VII.B., below.

86. The Settlement Administrator shall also provide notices and declarations to be filed with the Court detailing the scope, methods, and results of the notice program, claims, and any other matters requested by Class Counsel and/or Trane.

87. All decisions regarding notice and settlement administration not specified herein shall be made jointly between Trane and Class Counsel. Disputes, if any, shall be resolved by the Court.

**VI. ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

88. In addition to all other benefits and payments provided under this Agreement, Trane agrees to pay Attorneys' Fees and Expenses as awarded by the Court up to a total of \$1,800,000 ("one million eight hundred thousand dollars"). The Parties agree that Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Expenses up to, but not to exceed, the above amount. Defendant will not oppose Class Counsel's application for Attorneys' Fees and Expenses up to and not exceeding the above amount, and Class Counsel may not be awarded, and shall not accept, any amount for attorneys' fees and expenses in excess of the above amount. Each Party shall have the right of appeal to the extent the award is inconsistent with the Settlement Agreement. Attorneys' Fees and Expenses shall be in addition to the benefits provided to the Settlement Class (and shall be in addition to the Plaintiffs' Service Awards), and shall not reduce or otherwise have any effect on the benefits made available to the Settlement Class.

89. Within thirty (30) days of the Effective Date or of the first date after all appellate rights with respect to the Attorneys' Fees and Expenses and Representative Plaintiffs' Service Awards have expired or been fully resolved, whichever occurs later, the Attorneys' Fees and Expenses shall be paid by wire transfer to a trust account to be identified by Timothy N. Mathews, Esq., of

Chimicles Schwartz Kriner & Donaldson-Smith LLP. Mr. Mathews shall provide to Defendant's counsel in a timely manner all wiring and account information necessary to enable Trane to make such a deposit within the time required.

Payment to the account identified by Mr. Mathews shall fully satisfy and discharge all obligations of Trane with respect to payment of the Attorneys' Fees and Expenses and Service Awards.

90. In addition to any other payment and relief to which they may be entitled under this Agreement, and in recognition of the time and effort they expended on behalf of the Settlement Class in prosecuting the Action and securing the benefits of the Settlement on behalf of Settlement Class Members, Trane also agrees to pay each Representative Plaintiff—Louise Livingston, Melissa Rainey, David Smith, Raymond Sabbatine, Peter Goldis, and Bill Colbert—a Service Award of \$5,000, subject to approval of the Court. Payment of Service Awards to the Representative Plaintiffs shall be made by Trane via check to the Representative Plaintiffs, with such checks to be sent care of Timothy N. Mathews, Esq., of Chimicles Schwartz Kriner & Donaldson-Smith LLP, no later than ten (10) business days after the Effective Date and receipt of a Form W-9 for each Representative Plaintiff.

91. The Parties agree that the Settlement is not conditioned on the Court's approval of the payment of the above amount of Attorneys' Fees and Expenses or



Service Awards to the Representative Plaintiffs. If an objection and/or appeal is filed as to Attorney's Fees and Expenses or Service Awards to the Representative Plaintiffs but not to any other term of the Agreement, then such appeal shall not delay implementation of the Agreement except as to the payment of Attorneys' Fees and Expenses or Service Awards to the Representative Plaintiffs.

92. Payment of Attorneys' Fees and Expenses and the Representative Plaintiffs' Service Awards will not reduce the benefit being made available to the Settlement Class Members, and the Settlement Class Members will not be required to pay any portion of the Representative Plaintiffs' Service Awards or Attorneys' Fees and Expenses.

93. The Parties agree that Defendant is in no way liable for any taxes Class Counsel, Representative Plaintiffs, Settlement Class Members, or others may be required to pay as a result of the receipt of any Settlement benefits.

## **VII. OBJECTIONS AND REQUESTS FOR EXCLUSION**

### **A. Exclusions/Opt Outs**

94. Any member of the Settlement Class shall have the right to opt out of the Settlement Class. In order to exercise this right, a Settlement Class Member must timely deliver a written request for exclusion to the Settlement Administrator's address listed in the Mailed Notice, Full Notice, Publication Notice, and on the Settlement Website. The written request must be postmarked

no later than the Opt-Out/Objection Deadline, which deadline shall be specified in the Mailed Notice, Full Notice, Publication Notice, and on the Settlement Website.

95. To be effective, the Request for Exclusion must include the Settlement Class Member's full name, current address, and telephone number, and the serial number of their Settlement Class Air Conditioner or Heat Pump. A request for exclusion by a *current* owner of a Settlement Class Air Conditioner or Heat Pump does not exclude from the Settlement a *former* owner of the same Settlement Class Air Conditioner or Heat Pump. A request for exclusion by a *former* owner of a Settlement Class Air Conditioner or Heat Pump does not exclude from the Settlement a *current* owner of the same Settlement Class Air Conditioner or Heat Pump.

96. "Mass" or "class" requests for exclusion will not be allowed unless signed by each Settlement Class Member who seeks to opt out.

97. Within seven (7) days of the Opt-Out/Objection Deadline, the Settlement Administrator shall provide to counsel for Defendant and Class Counsel a list of the names and addresses of the members of the Class who have opted out.

98. Trane shall have the option in its discretion to terminate this Agreement if more than 121,000 Settlement Class Members timely opt out.

**B. Objections**

99. Settlement Class Members may object to the Agreement by filing a written objection with the Court and serving by first-class mail copies of the objection upon:

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

and

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

100. Objections must be received by the Court and Class Counsel no later than the Opt-Out/Objection Deadline to be valid and considered, unless otherwise ordered by the Court.

101. Unless otherwise ordered by the Court, the written objection must contain:

- (a) the full name, address, telephone number and email address, if any, of the Settlement Class Member;

- (b) the serial number of the Settlement Class Air Conditioner or Heat Pump and a statement whether the Settlement Class Member is a current or former owner of the unit;
- (c) a specific statement of all grounds for the objection and, if applicable, any legal support for the objection;
- (d) a statement whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- (f) copies of any papers, briefs, or other documents upon which the objection is based;
- (g) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing either personally or through counsel; and
- (h) the signature of the Settlement Class Member.

102. Moreover, subject to the approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Fairness Hearing to explain why the proposed settlement should not be approved as fair,

reasonable, and adequate, or to object to any petitions for Attorneys' Fees and Expenses or Service Awards. If the objecting Settlement Class Member intends to appear at the Fairness Hearing, the objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Mailed Notice a notice of intention to appear at the Fairness Hearing by the Opt-Out/Objection Deadline as specified in the Preliminary Approval Order. The notice of intention to appear must include copies of any papers, exhibits, or other evidence, and the identity of witnesses, that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Fairness Hearing.

103. In addition, any Settlement Class Member objecting to the Settlement shall provide a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5) years. If the objecting Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five (5) years, he, she, or it shall so state in the objection.

104. Unless otherwise ordered by the Court, Settlement Class Members who do not timely make their objections will be deemed to have waived all

objections and shall not be heard or have the right to appeal approval of the Settlement.

105. The Parties may serve and file responses to written objections on the deadline published by the Court for reply briefs prior to the Fairness Hearing.

### **VIII. PRELIMINARY AND FINAL APPROVAL**

106. The Parties shall take all necessary steps to obtain judicial approval of this Agreement and the dismissal with prejudice of the Action. As part of the approval process, the Parties agree to cooperate and use their best efforts to describe and explain the benefits of this Agreement to the Settlement Class.

107. Class Counsel shall file a Motion for Preliminary Approval of the Settlement on or before February 21, 2020. The hearing on the Motion for Preliminary Approval shall be held March 16, 2020, or on such other date as set by the Court. The motion shall seek entry of the Preliminary Approval Order substantially in the form attached hereto as Exhibit G.

108. Class Counsel shall file a Motion for Final Approval of the Settlement, seeking entry of the Judgment substantially in the form attached hereto as Exhibit H, within fifty-six (56) days of entry of the Preliminary Approval Order by the Court.

109. Class Counsel shall also file a Motion for Award of Attorneys' Fees and Expenses and Award of Plaintiff Service Awards, consistent with Section VI

above, within fifty-six (56) days of entry of the Preliminary Approval Order by the Court.

110. The Motion for Final Approval and the Motion for Award of Attorneys' Fees and Expenses and Award of Plaintiff Service Awards shall be heard at a Fairness Hearing on July 6, 2020, or on such other date as set by the Court. Class Counsel shall file any reply briefs, including a final list of Opt-Outs, by the deadline published by the Court for the Fairness Hearing.

**IX. RELEASES AND DISMISSAL OF THE ACTION AND JURISDICTION OF THE COURT**

111. Upon the Effective Date, Plaintiffs and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge the Released Parties from any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages (including attorneys' fees), actions, rights of action (whether asserted in the Complaint or not), remedies of any kind and/or causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members relating to the allegations in the Action concerning the presence of an unapproved rust inhibitor or injection of an Additive, including any act, omission, damage, matter, cause, or event whatsoever arising out of the initiation, defense, or settlement of the Action or the claims or defenses asserted in

the Action. Further, upon the effective date, the Released Parties forever release, acquit, and discharge Plaintiffs and Settlement Class Members, and their representatives, heirs, and assigns, from any and all related claims or counter claims that Defendant may have against Plaintiffs, the Settlement Class, or Plaintiffs' counsel arising out of the Action.

112. Notwithstanding the foregoing, Plaintiffs and Settlement Class Members are not releasing claims for personal injury or wrongful death. Further, this agreement does not affect claims by any governmental authority.

113. In connection with this Agreement, Plaintiffs and the Settlement Class Members acknowledge that they may hereafter discover unknown claims, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein.

Nevertheless, it is the intention of Class Counsel and Settlement Class Members in executing this Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, except as otherwise stated in this Agreement.

114. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.



115. The Court shall retain jurisdiction over the Parties and all Settlement Class Members for the purpose of the administration and enforcement of the Agreement.

116. In the event that: (i) the Court does not enter the Preliminary Approval Order specified in this Agreement; (ii) the Court does not finally approve the settlement as provided in this Agreement; (iii) the Court does not enter the Judgment substantially as provided in this Agreement; or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be vacated nunc pro tunc, in which case the Parties shall proceed in all respects as if this Agreement had not been executed, and the terms or fact of this Agreement (as well as the negotiations leading up to the execution of this Agreement) shall be inadmissible in any proceeding for any purpose. In the event that this Agreement becomes null and void, any preliminary class certification shall be vacated.

#### **X. REPRESENTATIONS AND WARRANTIES**

117. Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

- A. Plaintiffs represent and warrant that no portion of any claim, right, or cause of action against any of the Released Parties that Plaintiffs, in any capacity has or may have, and no portion of any recovery or

settlement to which Plaintiffs, in any capacity may be entitled, has been assigned or transferred by or for Plaintiffs, in any capacity.

B. Each of the Parties to this Agreement further represents and warrants to, and agrees with, each other Party hereto as follows:

- i. Each Party has received legal advice from his, her, or its attorneys on the advisability of making this Settlement and the advisability of executing this Agreement;
- ii. No Party relies or has relied on any statement, representation, omission, inducement, or promise of or by any other Party (or any officer, agent, employee, representative, or attorney of any other Party) in executing this Agreement, or in making this Settlement, except as expressly stated in this Agreement;
- iii. Each Party to this Agreement has investigated the facts pertaining to this Settlement, this Agreement, and all matters pertaining to them, to the full extent that the Party deems necessary; and
- iv. Each Party has carefully read and reviewed with his, her, or its attorneys, and knows and understands, the full contents of this Agreement, and is voluntarily entering into this Agreement upon the advice of his, her, or its attorneys.

118. Each term of this Agreement is contractual and not merely a recital.

## **XI. NO ADMISSION OF LIABILITY**

119. It is understood and agreed that the Settlement and the benefits provided in this Agreement, and this Settlement and release, are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of any of the Released Parties, by whom liability and fault are, and always have been, expressly and completely denied.

## **XII. ADDITIONAL TERMS**

120. Extensions of Time: Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the terms of this Agreement.

121. Cooperation: The Parties agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.

122. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly,

the legal maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.

123. Conditional Nature of Agreement:

- a. At Plaintiffs’ option, expressed in written notice to Defendant’s counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiffs or the Settlement Class, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.
- b. At Defendant’s option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the Court declines to certify the Settlement Class as provided in the Preliminary Approval Order, or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendant, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.

124. Severance/Severability: None of the terms of this Agreement is severable from the others. If the Court or a court of appeals should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as representatives of the Settlement Class), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

125. Return or Destruction of Confidential Documents: The Parties agree to return to the producing Party or destroy (with written confirmation of such destruction) all documents marked confidential pursuant to the Protective Order entered in the Action within sixty (60) days after the Effective Date.

126. Governing Law: This Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of New Jersey, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey.

127. Entire Agreement of the Parties: This Agreement constitutes and comprises the entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.

128. No Oral Modification: This Agreement can only be modified by a writing signed by all Parties.

129. Binding on Agents, Successors, and Assigns: This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, executors, administrators, insurers, and predecessors and successors in interest.

130. Draft by All Parties: Each Party has participated in, and in any construction to be made of this Agreement shall be deemed to have equally participated in, the negotiating, drafting, and execution of this Agreement.

131. Extensions of Time: The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in the Settlement Agreement, without further notice (subject to Court approval as to Court dates). Notice of any extension of time may be posted to the Settlement Website.

132. Authority to Execute Settlement Agreement: Each counsel or other person executing the Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

*[The remainder of this page is intentionally blank. Signature pages follow.]*

IN WITNESS WHEREOF, Plaintiffs and Trane have executed this Settlement Agreement as of the date(s) indicated on the lines below. APPROVED AS TO FORM:

Dated: 2-20-2020



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

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

*Counsel for Plaintiffs*

Dated: 2-21-2020



Gregory C. Ulmer (*pro hac vice*)  
Glen Shu (*pro hac vice*)  
**BAKER HOSTETLER**  
811 Main St.  
Suite 1100  
Houston, TX 77002-6111  
Phone: 713.646.1362  
gulmer@bakerlaw.com  
gshu@bakerlaw.com

*with permission  
Zachary P. Beatty*

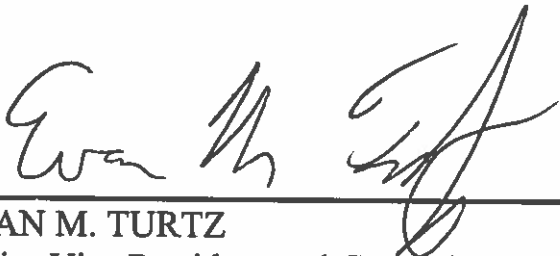
Shana E. Russo  
**REED SMITH LLP**  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, NJ 08540  
Philadelphia, PA 19103  
Telephone: 609.987.0050  
Fax: 609.951.0824  
srusso@reedsmith.com

Terence N. Hawley (*pro hac vice*)  
**REED SMITH LLP**  
101 Second Street, Suite 1800  
San Francisco, CA 94105  
Phone: (415) 659-4786  
thawley@reedsmith.com

*Counsel for Trane U.S. Inc.*

**IN WITNESS WHEREOF**, Defendant Trane U.S. Inc., by and through its authorized representative, has executed this Settlement Agreement as of the date(s) indicated on the line(s) below.

DATED: 2/21/2020

  
\_\_\_\_\_  
EVAN M. TURTZ  
Senior Vice President and General Counsel



**IN WITNESS WHEREOF**, Plaintiff and Class Representative, Louise Livingston, has executed this Settlement Agreement as of the date indicated on the line below:

DATED: 2/20/2020

  
\_\_\_\_\_  
LOUISE LIVINGSTON

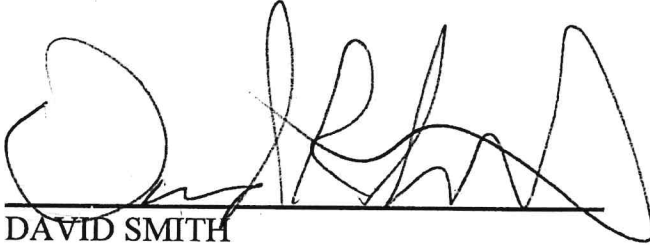
IN WITNESS WHEREOF, Plaintiff and Class Representative, Melissa Rainey, has executed this Settlement Agreement as of the date indicated on the line below:

DATED: 2/20/2020

Melissa A. Rainey  
MELISSA RAINEY

**IN WITNESS WHEREOF**, Plaintiff and Class Representative, David  
Smith, has executed this Settlement Agreement as of the date indicated on the line  
below:

DATED: 2/20/2020

  
\_\_\_\_\_  
DAVID SMITH

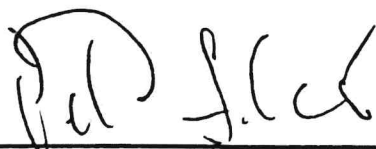
IN WITNESS WHEREOF, Plaintiff and Class Representative, Raymond Sabbatine, has executed this Settlement Agreement as of the date indicated on the line below:

DATED: 2/20/2020

  
\_\_\_\_\_  
RAYMOND SABBATINE

**IN WITNESS WHEREOF**, Plaintiff and Class Representative, Peter Goldis, has executed this Settlement Agreement as of the date indicated on the line below:

DATED: 2/20/2020

  
\_\_\_\_\_  
PETER GOLDIS

IN WITNESS WHEREOF, Plaintiff and Class Representative, Bill  
Colbert, has executed this Settlement Agreement as of the date indicated on the  
line below:

DATED: 2/20/2020

Bill Colbert  
BILL COLBERT