

# **EXHIBIT D**

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY  
*Livingston et al. v. Trane U.S. Inc.*, No. 2:17-cv-06480-ES-MAH

**NOTICE OF CLASS ACTION SETTLEMENT RELATING TO CERTAIN  
 TRANE AND AMERICAN STANDARD AIR CONDITIONERS AND HEAT PUMPS**

If you purchased or currently own a Trane or American Standard air conditioner or heat pump, your rights may be affected, and you may be entitled to benefits under this class action settlement. **Please read this notice carefully and in its entirety.**

Under the settlement, Trane U.S. Inc. has agreed to:

- Reimburse out-of-pocket costs that class members incurred for certain repairs;
- Provide a free additive to prevent potential future problems and a labor allowance to inject it; and
- Provide enhanced compressor warranty coverage for certain units.

**You must make a claim to receive some of these benefits. The deadline to file claims is **XXX**, 2020.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	You must submit a Claim Form to get reimbursement. You also need to submit a Claim Form to get the Enhanced Compressor Warranty Coverage unless you received a notice stating that Trane’s records reflect that you had a Qualifying Additive Injection (see below). You do not need to submit a Claim Form to receive a preventative additive injection, but you must speak with a local Trane dealer and get the injection within 12 months of the Effective Date of the settlement (see below).
<b>EXCLUDE YOURSELF</b>	Get no reimbursement, no preventative injection, and no Enhanced Compressor Warranty Coverage. This is the only option that allows you to ever be part of any other lawsuit against Trane about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement.
<b>GO TO A HEARING</b>	Ask to speak, or have your personal attorney speak, in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Receive no reimbursement, no preventative injection, and no Enhanced Compressor Warranty Coverage (unless Trane’s records show that you received a Qualifying Additive Injection).

These rights and options—**and the deadlines to exercise them**—are explained in this notice. 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.

The entire Class Action Settlement Agreement and Release and further details can be viewed on the settlement website at [www.████████.com](http://www.████████.com). Capitalized terms in this Notice have the same meanings as defined in the Settlement Agreement.

## INFORMATION ABOUT THE LAWSUIT

### 1. What is this lawsuit about?

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

### 2. Why is this a class action?

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

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

### 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. .com](http://www. .com), which contains a searchable list of the Settlement Class Air Conditioners and Heat Pump 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 [XXXXX](mailto:XXXXX).

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.

## **5. What are the benefits of the settlement?**

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

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

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

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

Your claim must be postmarked or submitted online by [XXX](mailto:XXX), 2020.

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

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

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

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

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

### **C. Enhanced Compressor Warranty Coverage**

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

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

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

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

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

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

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

**C. Enhanced Compressor Warranty Coverage**

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

To submit evidence of an Additive injection, complete the Claim Form and submit a document reflecting that you had an Additive injection on or before September 30, 2018. Your claim must be postmarked or submitted online by **XXX**, 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 **XXXX**, 2020, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain whether these appeals can be resolved and resolving them can take time. The final or "Effective Date" of the settlement will be the first day after (i) the Court enters a Final Order and Judgment approving the Settlement and (ii) either all appeals have been finally determined or resolved in a manner that affirms the Final Order and Judgment, or no appeal was filed and the time to do so has expired. Information about the progress of the case will be available at [www. ....com](http://www. ....com).

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

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

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

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

Timothy N. Mathews  
Zachary P. Beatty  
Chimicles Schwartz Kriner & Donaldson-Smith LLP  
361 W. Lancaster Avenue  
Haverford, Pennsylvania 19041  
610-642-8500

James C. Shah  
Shepherd Finkelman Miller & Shah LLP  
475 White Horse Pike, Collingswood, NJ 08107  
(856) 858-1770

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**9. How do I exclude myself from this Settlement?**

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

[Settlement Administrator's Address]

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

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

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

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

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

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

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in this case?**

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

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

For their efforts in litigating the Action and securing the benefits of the Settlement for approximately 450,000 Settlement Class Members, Class Counsel will apply to the Court for an award of attorneys' fees and litigation expenses in an amount not to exceed \$1,800,000 ("one million eight hundred thousand dollars"). Trane has agreed to pay the Court-awarded attorneys' fees and litigation expenses up to this amount in addition to all other benefits and payments under the Settlement. Payment of the Court-awarded attorneys' fees and expenses will not reduce any benefits or payments available to you or the Settlement Class. Class Counsel's motion for an

award of Attorneys' Fees and Expenses will describe the factors that support their request, and will be posted on the Settlement Website, [www.██████████.com](http://www.██████████.com), after it is filed with the Court.

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

## **SUPPORTING OR OBJECTING TO THE SETTLEMENT**

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

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

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

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

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

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

**(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 **XXXX**, 2020, file with the Clerk of the Court and serve on all counsel designated above a notice of intention to appear at the hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that will be presented at the hearing.

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

**15. What is the difference between objecting and excluding?**

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

## FAIRNESS HEARING

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

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

### 17. Do I have to come to the hearing?

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

### 18. May I speak at the hearing?

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

## IF YOU DO NOTHING

### 19. What happens if I do nothing at all?

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

**20. No Further Notices Unless Settlement Approved**

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

**ADDITIONAL INFORMATION**

**21. How can I obtain more information?**

Visit the website at [www.██████████.com](http://www.██████████.com), where you can file a claim form and obtain the Settlement Agreement and other documents. Updates regarding the case will also be available on the website. You may also call ████████████████████. You may also contact Class Counsel if you have any questions.

For definitions regarding any terms used in this notice, please see the Settlement Agreement, which is available on the settlement website.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at [www.██████████.com](http://www.██████████.com), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Room 4015, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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