



Class Action Complaint (“Complaint”) in the Action against Defendants.

2. Defendants vigorously deny any and all wrongdoing and liability to Plaintiffs and the putative class. On August 17, 2015, JCI filed a Motion to Dismiss the Complaint in its entirety as a matter of law pursuant to FED. R. CIV. P. 12(b)(6) for failing to state a claim.

3. On September 21, 2015, in response to the Motion to Dismiss, Plaintiffs Steven Dickerson, Robert Hester, Nancy Roberts, Katie Evans Moss, and Richard Sanchez, individually and on behalf of themselves and a putative nationwide class and putative subclasses of purchasers from Louisiana, New Mexico, Tennessee, and Arizona filed an Amended Class Action Complaint against Defendants (“Amended Complaint”).

4. On October 5, 2015, Defendants filed a Motion to Dismiss the Amended Complaint pursuant to FED. R. CIV. P. 12(b)(6) for failing to state a claim.

5. On October 22, 2015, pursuant to FED. R. CIV. P. 23(g), the Court appointed Shanon Carson of Berger & Montague P.C., Gregory Coleman of Greg Coleman Law, P.C., and Jonathan Shub of Kohn, Swift & Graf, P.C., as Interim Class Counsel on behalf of the putative classes alleged in the Amended Complaint.

6. On November 16, 2015, Plaintiffs filed a Brief in Opposition to Defendants’ Motion to Dismiss the Amended Complaint, to which Defendants filed a Reply on December 7, 2015.

7. On December 22, 2015, the Parties filed a Joint Motion to Stay Proceedings for Mediation. On December 22, 2015, the Joint Motion was granted and the proceedings were stayed until March 4, 2016. Additional Orders were entered staying these proceedings in order to facilitate mediation and settlement discussions until October 31, 2016. Accordingly, no decision has been issued by the Court with respect to the pending Rule 12(b)(6) motion.

8. Plaintiffs' Counsel have performed substantial investigation regarding the claims and defenses that were or could have been asserted in this Action. Among other things, Plaintiffs' Counsel propounded formal written discovery requests on Defendants on October 14, 2015, analyzed several thousand pages of documents produced by Defendants, as well as extensive sales and warranty claim data compiled for Plaintiffs and produced by Defendants, reviewed public documents, inspected Defendants' product, retained and consulted with expert consultants, and researched the applicable law regarding the claims asserted and the potential defenses thereto.

9. Since November 2015, the Parties have engaged in alternative dispute resolution ("ADR"), including informal discovery and three in-person mediation sessions, which took place on December 17, 2015, February 29, 2016, and April 14, 2016, before The Honorable Diane M. Welsh (Ret.). The Parties also engaged in extensive telephonic negotiations over the course of approximately ten (10) months, including multiple telephonic sessions facilitated by Judge Welsh.

10. Based upon the ADR proceedings, mediation sessions overseen by Judge Welsh, discovery and other information exchanged to date, the Parties have agreed to resolve the Action pursuant to the terms set forth in this Settlement Agreement.

11. The entry by Plaintiffs into the Settlement is not an admission as to the lack of any merit of any claims asserted in the Action. However, Class Counsel recognizes and acknowledges the expense and length of continued proceedings that would be necessary to prosecute the Action against JCI through trial and appeals. Class Counsel also has taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation. Based upon their evaluation, Plaintiffs and Class Counsel have

determined that the consideration provided for in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of Plaintiffs and the Settlement Class.

12. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs and the Settlement Class, deny that they committed any violation of law or rule of equity, deny that they acted improperly in any way, and believe that they acted properly at all times. Defendants also deny that the requirements for a litigation class to be certified in this Action can be met. Defendants wish to settle the Action on the terms and conditions stated in this Settlement Agreement to eliminate the uncertainties, burden and expense of further litigation, without in any way acknowledging any wrongdoing, fault, liability, or damage to Plaintiffs and the Settlement Class. Nothing in this Settlement Agreement should be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

## **II. EXHIBITS**

13. The following Exhibits to this Settlement Agreement are material and integral parts of this Agreement and are incorporated by reference as though fully set forth in this Agreement:

- Exhibit A: Notice of Class Action Settlement
- Exhibit B: Letter to Authorized JCI Dealers Enclosing Notice of Class Action Settlement
- Exhibit C: Summary Notice
- Exhibit D: Claim Form
- Exhibit E: Notice of Deficient Claim Form
- Exhibit F: Rejection Notice for Claim Form
- Exhibit G: Service Rebate Certificate
- Exhibit H: Extended Copper Coil Warranty

## **III. DEFINITIONS**

14. In this Settlement Agreement, the following terms have the following meanings:

A. “Action” means *Dickerson, et al. v. York International Corporation, et al.*, No. 1:15-CV-01105-CCC (M.D. Pa.).

B. “Affiliate” means any person or entity that directly or indirectly is controlling, controlled by or is under common control by any person or entity. For purposes of this Agreement, “controlling”, “controlled”, and “control” shall mean: (a) the direct or indirect ownership of 30% or more of the beneficial or equitable ownership or voting interest of an entity, or the maximum amount of ownership allowed under a relevant jurisdiction in which an entity is organized; or (b) the power to elect a majority of any entity’s board of directors or similar governing body; or (c) the direct or indirect power to direct the management and policies of an entity. Any entity that is an Affiliate at any time prior to, on or after the Effective Date that ceases to be an Affiliate shall nevertheless continue to be considered an Affiliate for purposes of this Agreement.

C. “Authorized Claimants” means those Settlement Class Members who timely submit a valid Claim Form along with any required information and/or documentation establishing that they are eligible for the benefits hereunder.

D. “Claim Form” means the Claim Form for Settlement Class Members to request Class Settlement Consideration as reflected in Exhibit D.

E. “Claimant” means a Settlement Class Member (including the Class Representatives) tendering a Claim Form seeking benefits under the Settlement Agreement.

F. “Claim Period” means the period of time that Settlement Class Members have to submit a Claim Form(s), beginning on the date that notice of this Settlement is disseminated to the Settlement Class, and ending on the later of: (a) 120 days after the date of the Court’s Final Judgment and Order of Dismissal; or (b) 120 days after the Settlement Class

Member experiences a Copper Coil failure while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty.

G. “Class Action Fairness Act” means the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (2005), effective February 18, 2005.

H. “Class Counsel” means Shanon J. Carson and Russell D. Paul of Berger & Montague, P.C., Gregory F. Coleman of Greg Coleman Law PC, and Jonathan Shub of Kohn, Swift & Graf, P.C.

I. “Class Representatives” and “Plaintiffs” mean Steven Dickerson, Robert Hester, Nancy Roberts, Katie Evans Moss, and Richard Sanchez.

J. “Class Settlement Consideration” means the relief for each Authorized Claimant described in Section IV of this Settlement Agreement.

K. “Copper Coil” means a York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand copper evaporator coil or copper condenser coil, manufactured and sold by JCI or any of its Affiliates, purchased individually or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit, that was not treated or plated with tin (*i.e.*, uncoated), purchased new during the time period from January 1, 2008 to the Preliminary Approval Date, that is covered by the original limited five year warranty or extended ten year warranty, and that is installed in its original installation site. Qualifying Copper Coils that are used in residential or light-commercial applications are included within this definition.

L. “Court” means the United States District Court for the Middle District of Pennsylvania.

M. “Defendants’ Counsel” means Reed Smith LLP.

N. “Effective Date” means the date one business day after the Final Judgment and Order of Dismissal is issued if there are no objectors, and if there are objectors, then one business day after the expiration of the time for filing or noticing any appeal of the Final Judgment and Order of Dismissal, and if there is an appeal or appeals, the completion, in a manner that affirms and leaves in place such Final Judgment and Order of Dismissal without any material modification, of all proceedings arising out of the appeal or appeals.

O. “Extended Copper Coil Warranty” means a new eight-year factory limited parts and labor warranty that will be provided at no cost by JCI to Authorized Claimants that receive a copper replacement condenser coil, commencing on the date such copper condenser coil is installed, in accordance with Sections 17(B) and 18(B) herein. A copy of the Extended Copper Coil Warranty is attached as Exhibit H.

P. “Final Approval Date” means the date the Final Judgment and Order of Dismissal is entered by the Court.

Q. “Final Approval Hearing” means the hearing at which the Court will consider the Motion for Final Approval of the Settlement.

R. “Final Judgment and Order of Dismissal” means the Court’s Order finally approving this Settlement Agreement.

S. “JCI Dealer” means any authorized JCI dealer or distributor identified in the dealer locator section of JCI’s websites and as set forth at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com).

T. “Notice Plan” means the process of providing notice of this Settlement to the Settlement Class and all costs associated therewith as set forth in Section VI below. The Parties agree that the Notice Plan may be modified by the Court or amended with the Court’s approval.

U. “Original Warranty” means the limited five year warranty or extended ten year warranty provided by JCI that applies to a Copper Coil from the date of the original unit installation. Except as provided in this Settlement Agreement, the respective rights and obligations of any party to the Original Warranty remain unchanged. This Settlement Agreement does not take away any rights of any person with respect to the Original Warranty, nor does it expand the rights of any person with respect to the Original Warranty except as expressly set forth herein.

V. “Parties Counsel” means Class Counsel and Counsel for JCI.

W. “Personal Injury Claims” means claims, causes of action, lawsuits, actions, administrative proceedings, or demands for alleged personal bodily injury, if any, including available remedies, alleged to have been caused by the Copper Coils at issue in the Action.

X. “Preliminary Approval Date” means the date that the Preliminary Approval Order is entered by the Court.

Y. “Preliminary Approval Order” means the Court’s Order preliminarily approving this Settlement Agreement.

Z. “Rejection Notice” means the written notice to each Claimant whose Claim Form the Settlement Administrator proposes to reject in whole or in part, which informs the Claimant of the proposed rejection, sets forth all reasons for the rejection and provides notice of any right of review. A copy of the form Rejection Notice is attached as Exhibit F.

AA. “Released Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of

action, suits, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, which are based upon, arise out of, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were alleged, asserted, set forth, claimed or at issue, or that could have been alleged, asserted, set forth, claimed or at issue, in the Action relating to Copper Coils originally purchased during the period from January 1, 2008 to the Preliminary Approval Date or relating to any of the allegations in the Action, by any or all Plaintiffs or Settlement Class Members or by their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, advisors, and any other representatives of any of these Persons and entities, against the Released Parties. The Released Claims also include all claims, known or unknown, based upon or arising out of the defense, settlement, or resolution of the Action. The Released Claims, however, do not include: (a) the right to enforce the Settlement; (b) Personal Injury Claims; or (c) claims that do not relate to the Copper Coils.

BB. “Released Parties” means: (i) JCI; (ii) JCI’s respective past, present or future parents, subsidiaries, divisions, Affiliates, associates, predecessors and successors, as well

as all of their officers, directors, managing directors, controlling shareholders, partners, principals, members, employers, employees, agents, consultants, advisors, insurers, and attorneys; (iii) any firm, trust, corporation, officer, director or other individual or entity in which JCI has a controlling interest; (iv) retailers, distributors, dealers, and other entities and persons who place any JCI brand products within the stream of commerce; (v) Affiliates that acquire or are acquired by JCI; and (vi) the legal representatives, heirs, successors in interest or assigns of any of the foregoing. The Parties intend for the Released Parties who are not signatories to this Agreement to be third-party beneficiaries of the releases hereunder.

CC. “Service Award” means awards to the Class Representatives that shall not exceed \$2,500.00 each for their service to the Settlement Class, subject to the Court’s approval.

DD. “Service Rebate Certificate” refers to the form document attached as Exhibit G, and is intended to provide Authorized Claimants with information concerning the Service Rebate benefits to which they may become entitled under this Agreement and the process by which they may request those benefits. Nothing in this Agreement shall require an Authorized Claimant to be in physical possession of a Service Rebate Certificate to be entitled to receive any benefit to which such Authorized Claimant is otherwise entitled pursuant to this Agreement and upon request the Settlement Administrator can issue replacement Service Rebate Certificates if one is lost or misplaced.

EE. “Settlement Administrator” means Angeion Group, a professional third-party notice and settlement claims administration expert, subject to the approval of the Court.

FF. “Settlement Class” or “Settlement Class Member(s)” mean all individuals and entities in the United States who during the time period from January 1, 2008 to [Date of Preliminary Approval Order] purchased an uncoated York, Fraser-Johnston, Luxaire, Coleman,

Evcon, Guardian, Champion, or Dayton brand copper evaporator coil or copper condenser coil manufactured and sold by JCI or any of its Affiliates, separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit, that is covered by the original limited five year warranty or extended ten year warranty.

GG. “Unknown Claims” as used in the definition of Released Claims means claims that Plaintiffs, any or all Settlement Class Members, and any or all other Persons and entities whose claims are being released, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties and the Released Claims, or might affect his, her or its decision to object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and all other persons and entities whose claims are being released, will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Plaintiffs, on behalf of the Settlement Class, acknowledge that the Settlement Class Members may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention, on behalf of the Settlement Class, to fully, finally and forever settle and release the Released Claims, including Unknown Claims, as that term is defined above.

**IV. SETTLEMENT CONSIDERATION**

15. All Settlement Class Members who are Authorized Claimants and who prior to the Preliminary Approval Date experienced **one** failure of a Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty and incurred any out-of-pocket expenses as a result of that failure, will receive a \$75 Service Rebate Certificate valid for one year from the date it is issued, to be used as payment for maintenance on their HVAC system performed by an authorized JCI Dealer after the date the Service Rebate Certificate is issued. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI Dealer within 120 days of such service being performed. The rebate will be paid directly by the Settlement Administrator to the Authorized Claimant by check within thirty (30) days after submission of such proof.

16. All Settlement Class Members who are Authorized Claimants and who prior to the Preliminary Approval Date experienced **two or more** failures of a Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failures and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or

from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

17. All Settlement Class Members who are Authorized Claimants and who after the Preliminary Approval Date experience a **first** failure of a Copper Coil while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, will receive the following consideration:

A. If the failed Copper Coil is an evaporator coil (including the indoor coil on any heat-pump system), a new aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper replacement coil at no cost, plus a \$75 Service Rebate Certificate valid for one year from the date it is issued, to help defray the cost of the installation of the aluminum or tin-coated copper replacement coil or to be used as payment for maintenance on their HVAC system performed by an authorized JCI Dealer after the date the Service Rebate Certificate is issued. The new aluminum or tin-coated copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed. The rebate will be paid directly by the Settlement

Administrator to the Authorized Claimant by check within thirty (30) days after submission of such proof.

B. If the failed Copper Coil is a condenser coil (including the outdoor coil on any heat-pump system), a new copper replacement coil at no cost accompanied by an Extended Copper Coil Warranty, and a \$75 Service Rebate Certificate valid for one year from the date it is issued, to help defray the cost of the installation of the copper replacement coil or to be used as payment for maintenance on their HVAC system performed by an authorized JCI Dealer after the date the Service Rebate Certificate is issued. The new copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed. The rebate will be paid directly by the Settlement Administrator to the Authorized Claimant by check within thirty (30) days after submission of such proof.

18. All Settlement Class Members who are Authorized Claimants and who experience **two or more** failures of their Copper Coil while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, if at least one of the failures occurs after the Preliminary Approval Date, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive the following consideration:

A. If the failed Copper Coil is an evaporator coil (including the indoor coil on any heat-pump system), a new aluminum (where feasible according to the requirements/

specifications for the model/unit at issue) or tin-coated copper replacement coil at no cost, plus a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). The new aluminum or tin-coated copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of each Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s) or any other competent evidence of the failure. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

B. If the failed Copper Coil is a condenser coil (including the outdoor coil on any heat-pump system), a new copper replacement coil at no cost accompanied by an Extended Copper Coil Warranty, plus a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). The new copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of each Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s) or any other competent evidence of the failure. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

19. Under no circumstances shall JCI be required to provide any relief or bear any costs or expenses other than as expressly set forth in this Settlement Agreement.

**V. SETTLEMENT PROCEDURE**

20. Plaintiffs will file with the Court a Motion for Preliminary Approval of the Settlement Agreement, with a proposed Preliminary Approval Order agreed to by the Parties.

21. After entry of the Preliminary Approval Order, dissemination of notice to the Settlement Class, and the expiration of the time for Settlement Class Members to object or opt out of the Settlement Class, Plaintiffs will file a Motion for Final Approval of the Settlement Agreement, with a proposed Final Judgment and Order of Dismissal agreed to by the Parties.

22. In the event that the Court does not enter the proposed Preliminary Approval Order or Final Judgment and Order of Dismissal, the Parties agree to meet and confer and work in good faith and with best efforts to attempt to address any concerns the Court may have.

23. Both the proposed Preliminary Approval Order and Final Judgment and Order of Dismissal will contain an Injunction Order that enjoins any other litigation or proceeding relating to the matters released hereunder, as such an order is necessary to protect and effectuate the Settlement. In the event that the Court does not enter the Injunction Order as part of the Preliminary Approval Order or Final Judgment and Order of Dismissal, such ruling will not preclude JCI from seeking a stay or injunction of any other case in any court where such case is pending, and Class Counsel agrees not to oppose any such motions.

24. The Parties agree to use their best efforts to: (a) obtain Court approval of this Settlement Agreement; and (b) have the Court in the Action enter the agreed proposed Preliminary Approval Order and Final Judgment and Order of Dismissal.

**VI. NOTICE PLAN**

25. In the proposed Preliminary Approval Order, the Parties will request that the Court appoint Angeion Group as the Settlement Administrator, who will administer the Notice Plan in accordance with this Settlement Agreement and as required by the Court.

26. The Settlement Administrator shall design a notice program that will effectively reach Settlement Class Members and capture their attention with notice communicated in clear, concise, plain language so that their rights and options are fully understood. In doing so, the Settlement Administrator shall consider: (a) the number of Copper Coils sold in the United States; (b) the number of postal addresses that are available for Settlement Class Members versus the number of Settlement Class Members that shall receive notice through a consumer media campaign (*e.g.*, consumer magazines and websites); (c) the demographics and geographic location of Settlement Class Members; and (d) the reach and frequency potential, composition, format/content, and efficiencies of various media. The Settlement Administrator's proposed notice program shall be provided to the Court.

27. Notice of the Settlement will be given to the Settlement Class within forty-five (45) days of entry of the Court's Preliminary Approval Order, and the Notice Plan shall include:

A. U.S. mail notice, substantially in the form of the Notice of Class Action Settlement attached as Exhibit A and the Claim Form attached as Exhibit D, to all persons that Defendants can identify as falling within the definition of the Settlement Class and for which postal addresses can reasonably be obtained by the Settlement Administrator as specified in the Notice Plan. If any notices are returned as undeliverable, the Settlement Administrator will update the addresses by means of the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service and re-mail the notice to the new address;

B. emailing a copy of the Notice of Class Action Settlement and Claim Form to all persons that Defendants can identify as falling within the definition of the Settlement Class and for which email addresses currently are available to JCI in its customer database or as otherwise specified in the Notice Plan;

C. notice by publication in a manner to ensure that Settlement Class Members receive appropriate notice of this Settlement, as designed by the Settlement Administrator (*e.g.*, notice in leading consumer magazines and online through banner and other advertisements on various consumer websites);

D. online notice through a settlement website, [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com) (the "Settlement Website") which will remain active until the conclusion of the administration of the Settlement, and from which Settlement Class Members can access copies of relevant case documents, including, for example, Plaintiffs' Amended Complaint, the Settlement Agreement and Exhibits, relevant Orders of the Court, and any other information that the Parties may agree to provide or that the Court may require;

E. notice to all authorized JCI Dealers and distributors through its existing dealer and distributor channels substantially in the form attached as Exhibits A and B hereto;

F. a press release released through PR Newswire, the language of which shall be approved by JCI and Class Counsel prior to publication, that will be issued on the first day that notice is disseminated by the Settlement Administrator to the Settlement Class Members;

G. during the Claim Period, all JCI HVAC-related websites shall contain information about the Settlement in the residential customer support and warranty sections of those websites and shall include a direct hyperlink to the Settlement Website; and

H. notification to the appropriate governmental officials pursuant to the Class Action Fairness Act.

28. All notices concerning this Settlement shall prominently display the Settlement Website and an automated toll-free telephone number that will provide information concerning the Settlement (pursuant to an IVR Script approved by the Parties and consistent with this Agreement).

29. The Settlement Administrator shall be responsible for implementing the Notice Plan and JCI shall pay all reasonable and necessary fees and costs incurred by or billed by the Settlement Administrator in connection therewith.

30. At least seven days before the Final Approval Hearing, the Settlement Administrator shall file with the Court a declaration of compliance with this Settlement Agreement. This declaration may be filed with the Motion for Final Approval of the Settlement Agreement.

**VII. CLAIMS ADMINISTRATION PLAN**

31. The claims program shall commence upon the issuance of notice to the Settlement Class. The Parties' Counsel and Settlement Administrator shall jointly establish policies and procedures involved in processing Claim Forms under this Settlement Agreement, consistent with this Agreement.

32. The Settlement Administrator shall administer the Claims Administration Plan under the supervision of the Parties' Counsel, and will be subject to the jurisdiction and supervision of the Court. All fees and costs of the Settlement Administrator related to the implementation of the Claims Administration Plan will be paid for by JCI.

33. Settlement Class Members are required to submit a completed Claim Form substantially in the form of Exhibit D, and provide all required documentation in order to become an Authorized Claimant. The Settlement Administrator may request information about Claimants from JCI, and may use the information provided by JCI to assist in determining whether the Settlement Class Member is an Authorized Claimant.

34. Settlement Class Members shall receive instructions regarding how to obtain a Claim Form via notice pursuant to the Notice Plan. The Settlement Class will be able to obtain Claim Forms by: (a) calling the automated toll-free number established for purposes of the Settlement to request a Claim Form; (b) mailing, faxing, or emailing a request for a Claim Form to the mailing address, fax number, or email address established for this purpose, which shall be set forth in all notices and the Settlement Website; or (c) visiting the Settlement Website where the Claim Form will be electronically accessible.

35. Settlement Class Members may submit Claim Forms electronically online at the Settlement Website or may download a Claim Form so that it can be filled out and submitted to the Settlement Administrator by mail, fax, or email (together with any required documentation). If a Claim Form is submitted online, any supporting material may be attached to the online submission or mailed, faxed or emailed to the Settlement Administrator.

36. The Settlement Administrator shall promptly assign a claim number to every claim, and shall promptly provide a Claim Form to anyone who requests one. The Settlement Administrator shall electronically scan each Claim Form and any supporting documentation into folders in the Settlement Administrator's claim repository and an electronic database, and shall manage the information so that it is accessible by the Parties' Counsel upon request. The Claims

Administrator shall have processes and procedures in place to allow subsequent submissions to be properly tracked and joined to original submissions.

37. Each Claim Form submitted will be reviewed by the Settlement Administrator to determine its eligibility. To recover benefits under this Settlement, a Settlement Class Member shall provide information deemed sufficient by the Settlement Administrator acting in good faith to determine whether he or she has an eligible claim, consistent with this Agreement. The Settlement Administrator will determine whether to allow each claim, subject to challenge by the Parties pursuant to this Agreement and subject to review as set forth below.

38. Claim Forms must be submitted by the last date of the Claim Period. Claim Forms are deemed to be submitted when mailed, if received with a legible postmark indicated on the envelope. In all other cases, such as electronic submission, fax, or email, the Claim Form will be deemed to have been submitted when received by the Settlement Administrator.

39. Before rejecting a Claim Form or any portion of a claim, the Settlement Administrator will communicate with the Claimant in writing to attempt to remedy any curable deficiencies in the Claim Form submitted, using the Notice of Deficient Claim Form letter attached hereto as Exhibit E. The Notice of Deficient Claim Form letter will provide written notice of the alleged deficiency and the opportunity to correct it within 30 days from the date that the letter is sent via U.S. mail or email. Claimants shall be given two opportunities to remedy any deficiency in his or her claim. If the Claimant does not resolve the identified deficiencies within 30 days from the date of the second deficiency letter or email, the claim shall be denied. Any deficiency letters shall be sent by both U.S. mail and email if the Settlement Administrator has an email address for that Claimant.

40. The Parties contemplate that there may be situations in which a claim or request for benefits is deemed incurable by the Settlement Administrator, including, without limitation, instances where a person submitting a claim is demonstrably not a member of the Settlement Class (for example, by submitting a Claim Form related to a copper coil they own that was not a brand manufactured by Defendant). In such instances, the Settlement Administrator may use its discretion not to give the Claimant the opportunity to resubmit his or her claim, and may send the Claimant a Rejection Notice of Claim Form letter as set forth in Exhibit F.

41. The Settlement Administrator may contact Claimants in connection with the processing and evaluation of their Claim Form, including by telephone and email, as the Settlement Administrator deems reasonable, but all communications shall be documented and preserved in the claims system referred to in this Section until the Settlement is fully completed.

42. The Settlement Administrator shall have no duty to process claims under this Agreement prior to the Effective Date of this Agreement.

43. The Settlement Administrator may request such additional documentation as it deems necessary to administer the claim, and in so doing, may consult the Parties' Counsel. Upon ten (10) business days prior written notice to the Parties' Counsel, the Settlement Administrator shall have the authority to deny any claim where the Settlement Class Member or any person acting on the Settlement Class Member's behalf has engaged in fraudulent practices, including but not limited to submitting false claims or false documentation. A denial of a claim based upon fraudulent practices may only be appealed by the Settlement Class Member to the Court.

44. Customer and warranty data and information received by the Settlement Administrator from JCI, as well as data and information on Claim Forms and all supporting

documentation shall be confidential and proprietary. All claims information created or obtained by the Settlement Administrator shall be available only to the Settlement Administrator and the Parties' Counsel who may request it at any time. No materials submitted by any Settlement Class Member will be returned to the Settlement Class Member.

45. The Settlement Administrator shall have 100 days from the receipt of a completed Claim Form (and any required documentation) to complete its evaluation of the submitted and completed Claim Form. Any time prior to the Effective Date is not included within the 100 days.

46. The administrative determinations of the Settlement Administrator accepting and rejecting claims will be presented for review to the Parties' Counsel as follows:

A. On a quarterly basis during the Claim Period, the Settlement Administrator will advise in writing the Parties' Counsel as to its determinations accepting and rejecting claims and will provide the Parties' Counsel with a list of all accepted claims and all rejected claims. The Settlement Administrator will send Deficiency Notices and Rejection Notices in the forms attached as Exhibits E and F to Claimants in a timely fashion and will provide notice of the Claimant's right to review in the Action.

B. Settlement Class Members shall have the right to challenge the Settlement Administrator's rejection of a claim.

C. Any Claimant who is the recipient of a Rejection Notice and who desires to challenge such rejection, must, within 30 days after issuance of the Rejection Notice, serve upon the Settlement Administrator a statement of the Claimant's grounds for contesting the rejection, along with any supporting documentation, and if the rejection is affirmed by the Settlement Administrator after receiving the Claimant's grounds and supporting documentation,

the Claimant shall then have the option of requesting review by a Special Master agreed to by the Parties. The Parties shall be given an opportunity to review the Claimant's submission prior to the appointment of a Special Master. The Parties agree that it is not necessary for the Court to appoint a Special Master at this time, but will inform the Court if a Special Master is appointed. Claimant shall pay the fees and costs of the Special Master only if Claimant loses his or her challenge of the Rejection Notice before the Special Master, otherwise JCI shall pay those fees and costs. JCI, however, may elect in writing not to contest a Claimant's challenge to a Rejection Notice, in which case the claim shall be deemed accepted and no Special Master shall be appointed.

D. The Parties consent to the review and final and conclusive adjudication of any challenged claim by the Special Master.

E. All proceedings with respect to the administration, processing and determination of Claim Forms are subject to the jurisdiction of the Court in the Action. All Claimants are deemed to have submitted to the jurisdiction of the Court in the Action with respect to the claim or request for benefits submitted.

47. No decision regarding the validity of a claim or request for benefits will affect the enforceability of this Settlement Agreement, provide any Party with the right to terminate the Settlement, impose an obligation on JCI or any other Released Parties to increase the consideration offered in connection with the Settlement, or affect or delay the binding effect or finality of this Settlement, the Final Judgment and Order of Dismissal, or the release of the Released Claims.

48. Once a claim is approved by the Settlement Administrator, each Authorized Claimant will receive a Service Rebate Certificate in the form attached as Exhibit G or their

settlement check, as appropriate. All forms of proof necessary to receive any settlement benefits may be submitted online through the Settlement Website or by mailing, faxing, or emailing such proof to the Settlement Administrator.

49. Authorized Claimants eligible to receive a new replacement coil as described above shall receive the coil from JCI and through an authorized JCI Dealer after JCI receives written notice from the Settlement Administrator that the provision of a new replacement coil is appropriate under the Settlement. The Authorized Claimant shall be solely responsible for the payment of any costs, including but not limited to labor and refrigerant costs, associated with the installation of that replacement coil; except that the \$75 Service Rebate may be applied to the installation. Except where an Extended Copper Coil Warranty shall be provided pursuant to the terms of this Settlement Agreement, replacement coils are provided by JCI in accordance with and subject to the terms of the replaced coil's limited five year warranty or extended ten year warranty, whichever is applicable.

50. The Parties' Counsel shall have the right to audit the work of the Settlement Administrator at any time. If any issue is observed, the Parties' Counsel shall meet and confer with the Settlement Administrator to remedy the issue. If an agreement cannot be reached, the Parties' Counsel, jointly or separately, shall bring the issue to the attention of the Court.

51. In no event shall JCI or Class Counsel have any liability for claims of wrongful or negligent conduct on the part of the Settlement Administrator, any Special Master, or any of their respective agents, employees, or contractors.

52. Within ninety (90) days of the Effective Date, and twice annually thereafter until the administration of this Settlement is completed, the Settlement Administrator shall serve on the Parties' Counsel a detailed status report concerning the administration of the Settlement,

including but not limited to identifying all Claimants whose claims have been resolved in the prior six (6) months, the remedy provided to each Claimant, and the basis for denying any claims asserted by any Claimant.

**VIII. OBJECTIONS AND REQUESTS FOR EXCLUSION**

53. Settlement Class Members shall have the right to object to the fairness, reasonableness, or adequacy of the Settlement, by sending written objections to the Settlement Administrator postmarked no later than sixty (60) days after the dissemination of the Notice Plan. Each governmental entity given the notice required by the Class Action Fairness Act will have the rights and obligations provided under the Class Action Fairness Act.

54. Objections by Settlement Class Members must: (a) include proof that the objector is a Settlement Class Member; (b) be personally signed by the objector; (c) include the individual objector's full name, current mailing address, telephone number, and email address; (d) set forth the specific reasons why the objector objects to the Settlement, along with all documents the objector wishes the Court to consider, and describe all evidence the objector intends to offer at the Final Approval Hearing. All objectors shall make themselves available to be deposed by the Parties' Counsel in the county of the objector's residence within 21 days of service of his or her timely written objection but in any event at least five (5) business days prior to the Final Approval Hearing to provide the Parties' Counsel time to apprise the Court of any information related to the objections.

55. Any papers not filed and served in the prescribed manner and time will not be considered at the Final Approval Hearing, and all objections not made in the prescribed manner and time shall be deemed waived. Any objections by a Settlement Class Member must be exercised individually by that Settlement Class Member, not as or on behalf of a group, class, or

subclass. Any Settlement Class Member that desires to appear in person at the Final Approval Hearing for the purpose of objecting to the Settlement must mail a written notice of intent to appear to the Parties' Counsel, at least ten days before the Final Approval Hearing. The Parties' Counsel may file a response to any objection prior to the Final Approval Hearing.

56. All Settlement Class Members shall have the right to request exclusion from (*i.e.*, opt out of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the dissemination of the Notice Plan. Requests to opt-out must: (a) be signed personally by the Settlement Class Member who is requesting exclusion; and (b) include that Settlement Class Member's full name, mailing address, telephone number and email address. No request to opt-out will be valid unless it complies with these requirements. If a timely and valid request to opt out is made by a Settlement Class Member, then that person will no longer be a member of the Settlement Class and shall not be affected by or bound by the Settlement. A list of all timely opt-outs will be attached to the proposed Final Judgment and Order of Dismissal submitted to the Court.

#### **IX. RELEASES**

57. Upon the Effective Date, Plaintiffs and the Settlement Class will be deemed to have, and by operation of the Final Judgment and Order of Dismissal will have, fully, finally, and forever released, relinquished and discharged the Released Parties from all Released Claims.

58. Upon the Effective Date, JCI and the other Released Parties will be deemed to have, and by operation of the Final Judgment and Order of Dismissal will have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, the Settlement Class and Class Counsel from all claims, known or unknown, based upon or arising out of the institution, prosecution, settlement or resolution of (a) the Action; or (b) the Released Claims.

**X. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

59. Prior to the Final Approval Hearing, and at least seven days before the deadline for filing objections, Class Counsel shall file a Motion for Approval of Attorneys' Fees and Expenses, to be paid by JCI. The Parties agree that Class Counsel may seek an award of attorneys' fees of \$1,000,000, and Class Counsel agrees that it shall not receive more than that amount, plus reimbursement of Class Counsel's reasonable out-of-pocket expenses not to exceed \$25,000 in connection with this Settlement. Defendants retain the right to contest, and appeal from, any application for, or award of fees and expenses in an amount greater than this amount.

60. JCI will, within ten (10) days after entry of the Court's Final Approval Order, pay Class Counsel the amount of attorneys' fees and expenses that are approved by the Court, notwithstanding the existence of any timely filed objections or potential for appeal therefrom; provided, however, that in the event that the Court's fee and expense award is disapproved, reduced, reversed or otherwise modified, whether on appeal, further proceedings on remand, successful collateral attack or otherwise, then Class Counsel must, within ten (10) business days after Class Counsel receives notice of any such disapproval, reduction, reversal or other modification, refund to JCI the amount equal to the difference between the amount of the attorneys' fees and expenses awarded by the Court in the Final Approval Order and the amount of any attorneys' fees and expenses that are ultimately and finally awarded on appeal, further proceedings on remand or otherwise, plus accrued interest on the difference in the amount calculated at the average daily T-bill rates from the date of payment of the fee and expense award to the date of any such refund.

61. Class Counsel agrees that JCI's payment of the fee and expense award to Berger & Montague, P.C. as receiving agent for Class Counsel, via wire transfer or check sent via

FedEx or other overnight delivery method, will discharge in full JCI's' obligations to pay attorneys' fees and expenses hereunder. JCI and the Released Parties will have no responsibility for the allocation by Class Counsel of the fee and expense award. Class Counsel is responsible for any taxes related to the payment of attorneys' fees and costs.

62. The Parties acknowledge that they did not negotiate with respect to attorneys' fees, expenses, or costs until agreement was reached regarding the substantive provisions of the Settlement, and until the Mediator had advised the Parties that the settlement negotiations had progressed such that, under the principles and laws governing class action settlements, she was prepared to mediate negotiations relating to attorneys' fees and expenses.

63. The Parties agree and intend that this Settlement Agreement is not conditioned on any ruling on attorneys' fees or expenses, and that any such ruling by the Court, or any modification, alteration, or reversal, by the Court or on appeal, of any award of attorneys' fees and expenses, will not cancel, terminate, void, render ineffective, or in any way affect or delay the binding effect or finality of this Settlement Agreement, the release of the Released Claims, or the Final Judgment and Order of Dismissal.

64. JCI has agreed to pay to each Class Representative a Service Award of \$2,500, subject to the approval of the Court.

#### **XI. CERTIFICATION OF THE SETTLEMENT CLASS**

65. The Parties agree that this Action shall be certified and proceed as a class action solely for purposes of settlement under FED. R. CIV. P. 23(b)(2) and (b)(3), consisting of all Settlement Class members, with the named Plaintiffs as the Settlement Class representatives and Class Counsel as counsel for the Settlement Class. This Agreement is for settlement purposes only, may not be cited or otherwise used to seek or support the certification of any class or

subclass for any other purpose in this Action or for any purpose in any other action or proceeding, whether pursuant to Rule 23 or any similar state or federal class action statute or rule. Further, any certification of a conditional, preliminary or final Settlement Class pursuant to the terms of this Agreement shall not be an admission nor evidence of an admission on the part of Defendants that this Action, or any other proposed or certified class action, is appropriate for trial class treatment pursuant to Rule 23 or any similar state or federal class action statute or rule. This Agreement is without prejudice to the rights of Defendants to: (a) oppose final certification in this Action should this Settlement not be approved or implemented for any reason; (b) oppose certification in any other proposed or certified class action; or (c) use the certification of this Settlement Class to oppose certification of any other proposed class action arising out of the issues and claims that are asserted herein.

66. In the event that this Agreement is terminated for any reason, or a Final Judgment and Order of Dismissal is not entered for any reason, then Defendants' stipulation and agreement to the Settlement Class shall be void and Defendants shall not have waived any rights it might have to oppose class certification, and to defend itself against the allegations of Plaintiffs' Complaint.

## **XII. MISCELLANEOUS PROVISIONS**

67. The Parties acknowledge that it is their intent to consummate this Settlement Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

68. The consummation of the Settlement is subject to and contingent upon the occurrence of each of the following conditions and events:

A. The terms and conditions set forth herein are approved by the Court and sustained on appeal, if any, in all material respects or as modified pursuant to an agreement by all Parties;

B. The number of opt-outs does not exceed five percent (5%) of the number of Settlement Class Members who receive direct mail notice;

C. The Court's entry of the Preliminary Approval Order substantially in the form submitted by the Parties or as modified pursuant to an agreement by all Parties;

D. The Court's entry of the Final Judgment and Order of Dismissal substantially in the form submitted by the Parties or as modified pursuant to an agreement by all Parties; and

E. The Final Judgment and Order of Dismissal becoming final by reaching the Effective Date.

69. If the Settlement is not consummated:

A. This Settlement Agreement (including any amendment(s)) will be null and void and of no further force or effect, without prejudice to either Party, and may not be introduced as evidence, referred to, or used as the basis for any arguments or taking any position whatsoever in any actions or proceedings by any Person or entity, in any manner or for any purpose, including but not limited to claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*) or judicial estoppel;

B. Each Party will be restored to his, her or its respective position as of the date of the first stay or proceedings issued by the Court on December 22, 2015, and they will proceed in all respects as if there had been no settlement discussions or negotiations, this Settlement Agreement had not been entered into, and the related orders had not been entered, and

in that event all of their respective claims and defenses as to any issue in the Action will be preserved without prejudice in any way; and

C. The Released Parties shall retain all substantive and procedural rights and defenses, including but not limited to the right to take any action and take any position in opposition to certification of a litigation class action, which rights and defenses shall not be affected by the doctrines of judicial estoppel, issue preclusion (collateral estoppel) or claim preclusion (res judicata), or any other doctrine, or waived, limited, or prejudiced in any way whatsoever by the Parties' efforts to obtain approval of the certification of a Settlement Class action, the Settlement and the Settlement Agreement.

70. JCI will bear its own attorneys' fees and costs in connection with this Action.

71. This Settlement Agreement, together with its Exhibits, embodies the entire understanding and agreement between the Parties with respect to its subject matter and any and all prior understandings with respect to such subject matter, whether oral or written, are merged into this Settlement Agreement and replaced and superseded in their entirety by this Settlement Agreement.

72. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel and under the guidance of an experienced mediator.

73. The Parties agree that this settlement is made in accordance with FED. R. EVID. 408 and that neither this Settlement Agreement, nor the fact or terms of the settlement or this Agreement, are evidence, or an admission or concession by any Party, Released Party or signatory to this agreement of any fault, liability or wrongdoing whatsoever as to any fact or

claim alleged or asserted in the Action or any other action or proceeding; except, however, that Defendants and the Released Parties may use this Agreement and the Final Judgment as necessary to enforce the releases and other terms herein.

74. In all events, the Parties and their counsel will not make any public accusations of wrongful conduct in connection with the subject matter of the Action or this Settlement, and they will not state or imply that the Settlement constitutes an admission of any claim or defense alleged.

75. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of documents or information will survive this Settlement Agreement.

76. The Parties agree to destroy or return all discovery obtained from each other within 30 days after the conclusion of the administration of this Settlement.

77. The waiver by any Party of any breach of this Settlement Agreement by any other Party will not be deemed a waiver of any other prior or subsequent breach of any provision of this Settlement Agreement by any other Party.

78. The interpretation and enforcement of this Settlement Agreement shall be governed by the Commonwealth of Pennsylvania without regard to its conflict of law or choice of law rules.

79. Should any disputes arise with respect to the terms or enforcement of this Settlement Agreement or the Settlement, the Parties will first seek a mediated resolution to those disputes with the Mediator.

80. The Settlement Agreement may be modified or amended only by written agreement of both Parties evidencing such modification or amendment.

81. The Settlement Agreement will be binding upon and will inure to the benefit of the Parties and the Settlement Class (and, in the case of the releases, all Released Parties) and the respective legal representatives, heirs, executors, administrators, transferees, successors and assigns of all such foregoing Persons and upon any corporation, partnership, or other entity into or with which any of the foregoing Persons may merge, consolidate or reorganize.

82. The Settlement Agreement may be executed on different dates and in any number of counterparts, each of which will be considered an original and all of which together will constitute one and the same Settlement Agreement. Delivery of an executed signature page counterpart to this Settlement Agreement via electronic transmission by DocuSign, email or facsimile will be effective as if it was a delivery of a manually delivered, original, executed counterpart thereof.

IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement and agrees to be bound by its terms.

Dated: February 28, 2016

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Steven Dickerson

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Robert Hester

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Nancy Roberts

*Katie E. Moss*

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Katie Evans Moss

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Richard Sanchez

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Shanon Carson, Attorney for the Settlement Class

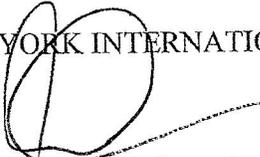
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Gregory Coleman, Attorney for the Settlement Class

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Jonathan Shub, Attorney for the Settlement Class

YORK INTERNATIONAL CORPORATION and JOHNSON CONTROLS INC.



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By: Christine E. Osborne

Its: VP & General Counsel

Global Products, Building Technology & Solutions  
Assistant Secretary York International Corporation



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David A. Rammelt, Attorney for Defendants

Richard Sanchez

Shanon Carson (by Lisa White w/ permission)  
Shanon Carson, Attorney for the Settlement Class

Gregory Coleman  
Gregory Coleman, Attorney for the Settlement Class

Jonathan Shub (by Lisa White w/ permission)  
Jonathan Shub, Attorney for the Settlement Class

YORK INTERNATIONAL CORPORATION and JOHNSON CONTROLS INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

David A. Rammelt, Attorney for Defendants

IN WITNESS WHEREOF, each of the signatories has read and understood this  
Settlement Agreement and agrees to be bound by its terms.

Dated: February 23, 2016

 2-23-17  
Steven Dickerson

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Robert Hester

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Nancy Roberts

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Katie Evans Moss

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Richard Sanchez

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Shanon Carson, Attorney for the Settlement Class

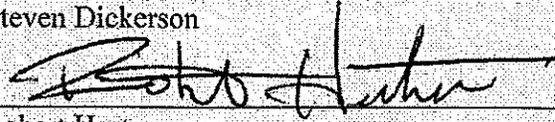
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Gregory Coleman, Attorney for the Settlement Class

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Jon Shub, Attorney for the Settlement Class

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Robert Hester

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Jon Shub, Attorney for the Settlement Class

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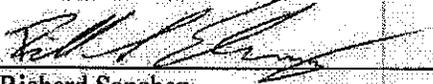
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Shanon Carson, Attorney for the Settlement Class

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Gregory Coleman, Attorney for the Settlement Class

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Jon Shub, Attorney for the Settlement Class

# EXHIBIT

# A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

STEVEN DICKERSON, ROBERT HESTER,	)	Case: 1:15-CV-01105-CCC
NANCY ROBERTS, KATIE EVANS MOSS	)	
and RICHARD SANCHEZ, on behalf of	)	
themselves and all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
YORK INTERNATIONAL CORPORATION	)	
and JOHNSON CONTROLS INC.,	)	
	)	
Defendants.	)	
	)	

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you have owned a York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand residential or light-commercial HVAC unit, air conditioning or heat pump system, you could get benefits from a class action settlement.**

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

- A Settlement has been proposed with York International Corporation and Johnson Controls Inc. (together, “JCI”) in a class action lawsuit in which the Plaintiffs allege that JCI manufactured and sold defective copper evaporator coils and copper condenser coils. An evaporator coil is a part of an air conditioning system or heat pump system. The evaporator coil is located inside your house and its primary function is to remove heat from the air. The condenser coil is a part of the condensing unit. The condenser coil is located outside your house and its primary function is to expel heat into the atmosphere.
- This Settlement is about allegedly defective Copper Coils. In this Settlement, the term “Copper Coil” means a York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand copper evaporator coil or copper condenser coil, manufactured and sold by JCI or any of its Affiliates, purchased individually or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit, that was not treated or plated with tin (*i.e.*, uncoated), purchased new during the time period from January 1, 2008 to [Preliminary Approval Date], that is covered by the original limited five year warranty or extended ten year warranty, and that is installed in its original installation site. Qualifying Copper Coils that are used in residential or light-commercial applications are included within this definition.

QUESTIONS? CALL 1-XX-XXX-XXXX TOLL-FREE,  
VISIT [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com) or email [xx@xxx.com](mailto:xx@xxx.com)

- JCI denies all of the claims in the lawsuit, but has agreed to the Settlement in order to avoid the cost and uncertainty of protected litigation and trial.
- You are a Settlement Class Member if you are an individual or entity in the United States who during the time period from January 1, 2008 to [Preliminary Approval Date] purchased an uncoated York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand copper evaporator coil or copper condenser coil manufactured and sold by JCI or any of its Affiliates, separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit, that is covered by the original limited five year warranty or extended ten year warranty.
- Your rights are affected whether you act or do not act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can receive benefits from this Settlement. If you submit a Claim Form, you will give up the right to sue JCI in a separate lawsuit about the claims this Settlement resolves regarding Copper Coils.
<b>ASK TO BE EXCLUDED (OPT-OUT)</b>	If you decide to exclude yourself, you will keep the right to sue JCI in your own separate lawsuit about the claims this Settlement resolves regarding Copper Coils, but you give up the right to receive the benefits this Settlement provides.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not exclude yourself from the Settlement, you may object to it by following the procedures below and submitting your specific objection in writing.
<b>DO NOTHING</b>	If you are a Settlement Class Member, you are automatically part of the Settlement, but you need to timely file a Claim Form to receive benefits. If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue JCI in a separate lawsuit about the claims this Settlement resolves regarding Copper Coils.

**1. Why was this Notice issued?**

A Federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

Judge Christopher C. Conner of the United States District Court for the Middle District of Pennsylvania is overseeing this class action. The case is known as *Dickerson, et al. v. York International Corporation, et al.*, No. 1:15-CV-01105-CCC (M.D. Pa.).

**2. What is this lawsuit about?**

The Plaintiffs claim that JCI manufactures and sells air conditioning systems and heat pump systems, including air handlers and packaged HVAC units, containing defective copper evaporator coils and copper condenser coils that corrode and leak refrigerant. Plaintiffs claim that the Copper Coils are made using uncoated copper tubing and are susceptible to corrosion. It is alleged that a kind of corrosion called

QUESTIONS? CALL 1-8XX-XXX-XXXX TOLL-FREE,  
VISIT [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). or email [xxx@xxx.com](mailto:xxx@xxx.com)

formicary corrosion causes microscopic tunnels to form within the copper tubing and causes the coils to leak refrigerant. Plaintiffs claim that JCI: (a) knew or should have known about the defective Copper Coils; (b) should have informed its customers about the defective Copper Coils; (c) should have manufactured the Copper Coils with coated copper or aluminum tubing; and (d) should have replaced the defective Copper Coils rather than simply replace the refrigerant in the unit when the Copper Coils leaked.

JCI denies all of these allegations. JCI contends that copper has been used safely in evaporator and condenser coils for decades; that formicary corrosion occurs as result of environmental factors and not because of any alleged “defect” in JCI’s coils; and that its coils are no more prone to experiencing formicary corrosion than coils sold by other manufacturers. JCI denies all of the claims asserted in the lawsuit and filed a motion to dismiss the lawsuit in its entirety, which was pending and not ruled upon by the Judge at the time the parties reached this settlement.

### 3. What is a class action?

In a class action, one or more people called Plaintiffs or Class Representatives (in this case, Steven Dickerson, Robert Hester, Nancy Roberts, Katie Evans Moss and Richard Sanchez) sue on behalf of other people who have similar claims. The people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who timely exclude themselves from the Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or JCI. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so the Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

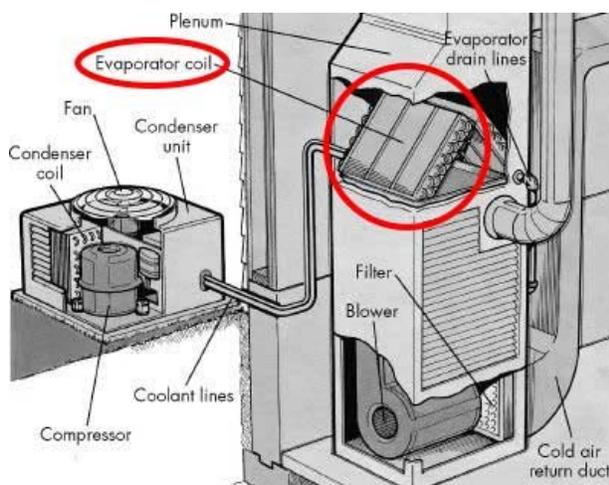
### 5. How do I know whether I am part of the Settlement?

You are part of the settlement if you are in the Settlement Class defined above on Page 2 and do not exclude yourself by following the instructions in Section 14 below. The term “Copper Coil” is defined on page 1.

### 6. How do I know if I am a Settlement Class Member?

To confirm that you are a Settlement Class Member, you may review the labels on your split system or packaged residential air handler, condensing unit, or HVAC unit, as well as the manufacturer’s limited five year warranty or extended ten year warranty provided by JCI when you purchased your Copper Coil(s), separately or as part of your unit(s). JCI’s warranty is either five years or ten years from the date of purchase, depending on whether you validly registered your warranty (which may have extended the five-year period to ten years), plus the length of any extended limited warranty provided by JCI. You may also look at your purchase or installation receipt to confirm that your Copper Coil was purchased between January 1, 2008 and [Preliminary Approval Date], and is one of the following brands: York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton.

The picture below illustrates where the evaporator coil and condenser coil typically is located, although configurations vary depending on the structure and location of your home and where the air conditioning or heat pump system is placed inside your home.



Outside the House

Inside the House

**7. What if I am still not sure whether I am part of the Settlement?**

If you are not sure whether you are included, call 1-888-xxx-xxxx, go to [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com), or send an email to [xx@xxx.com](mailto:xx@xxx.com).

**8. How do I know if I am eligible for Settlement benefits?**

All Settlement Class Members are eligible for benefits under the Settlement. To receive any benefits, the Settlement Class Member must be an Authorized Claimant, which means that he or she has submitted a timely and valid Claim Form. A Claim Form is enclosed and is also available for download at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com).

**9. What are the Settlement benefits?**

Authorized Claimants will receive the following benefits as applicable under the Settlement:

- **Copper Coil Failures That Occurred Before [Preliminary Approval Date]**
  - (1) Authorized Claimants who prior to [Preliminary Approval Date] experienced **one** failure of their Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty and incurred any out-of-pocket expenses as a result of that failure, will receive a \$75 Service Rebate Certificate valid for one year from the date it is issued, to be used as payment for maintenance on their HVAC system performed by an authorized JCI dealer after the date the Service Rebate Certificate is issued. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed.

QUESTIONS? CALL 1-8XX-XXX-XXXX TOLL-FREE,  
VISIT [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). or email [xxx@xxx.com](mailto:xxx@xxx.com)

- (2) Authorized Claimants who prior to **[Preliminary Approval Date]** experienced **two or more** failures of their Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failures and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failures. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.
- **Copper Coil Failures That Occurred After [Preliminary Approval Date]**
- (3) Authorized Claimants who after **[Preliminary Approval Date]** experience a **first** failure of their Copper Coil while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, will receive the following benefits:
- (a) If the failed Copper Coil is an evaporator coil (including the indoor coil on any heat-pump system), a new aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper replacement coil at no cost, plus a \$75 Service Rebate Certificate valid for one year from the date it is issued, to help defray the cost of the installation of the aluminum or tin-coated copper replacement coil or to be used as payment for maintenance on their HVAC system performed by an authorized JCI dealer after the date the Service Rebate Certificate is issued. The new aluminum or tin-coated copper replacement coil will be provided through any authorized JCI dealer. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed.
  - (b) If the failed Copper Coil is a condenser coil (including the outdoor coil on any heat-pump system), a new copper replacement coil at no cost accompanied by an Extended Copper Coil Warranty, and a \$75 Service Rebate Certificate valid for one year from the date it is issued, to help defray the cost of the installation of the copper replacement coil or to be used as payment for maintenance on their HVAC system performed by an authorized JCI Dealer after the date the Service Rebate Certificate is issued. The new copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed.

(4) Authorized Claimants who experience **two or more** failures of their Copper Coil (if at least one of the failures occurs after **[Preliminary Approval Date]**) while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive the following benefits:

(a) If the failed Copper Coil is an evaporator coil (including the indoor coil on any heat-pump system), a new aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper replacement coil at no cost, plus a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). The new aluminum or tin-coated copper replacement coil will be provided through any authorized JCI dealer. Authorized Claimants must provide the Settlement Administrator with evidence of each Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failures. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

(b) If the failed Copper Coil is a condenser coil (including the outdoor coil on any heat-pump system), a new copper replacement coil at no cost accompanied by an Extended Copper Coil Warranty, plus a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). The new copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of each Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s) or any other competent evidence of the failure. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

#### 10. How do I get benefits and what is the Claim Period?

**In order to obtain benefits under this Settlement, you must submit a Claim Form to the Settlement Administrator. You may begin to submit Claim Forms on **DATE**. The deadline for submitting Claim Forms is the later of: (a) 120 days after the date of the Court's Final Judgment and Order of Dismissal (which when known will be set forth at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com)); or (b) 120 days after the Settlement Class Member experiences a Copper Coil failure while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty. Failure to submit your Claim Form by the deadline will result in the denial of your claim.**

Please carefully follow the Claim Form instructions and include the required supporting documentation. Claim Forms may be accessed and submitted online at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). You may also download the Claim Form at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com) and submit it to the Settlement Administrator by mail, facsimile, or email, at the following address:

**INSERT SETTLEMENT ADMINISTRATOR**

**CONTACT INFORMATION**

QUESTIONS? CALL 1-8XX-XXX-XXXX TOLL-FREE,  
VISIT [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). or email [xxx@xxx.com](mailto:xxx@xxx.com)

Claim Forms are also available by calling 1-xxx-xxx-xxxx or by contacting the Settlement Administrator by mail, facsimile, or email, using the contact information set forth above.

**11. When will the Court decide final approval of the Settlement?**

The Court will hold a hearing at \_\_\_\_ on \_\_\_\_\_ at the United States District Court for the Middle District of Pennsylvania, 228 Walnut Street, Harrisburg, PA 17101, to decide whether to grant final approval of the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel's application for an award of attorneys' fees and expenses, and the proposed service awards. Settlement Class Members are welcome to attend the Final Approval Hearing but it is not necessary for them to attend to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

**12. What rights am I giving up to receive benefits and stay in the Settlement Class?**

Unless you timely exclude yourself, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue JCI regarding the legal claims that were litigated in this case, but you will be able to submit a Claim Form to receive benefits from this Settlement. The specific rights you are giving up are called Released Claims.

**13. What are the Released Claims?**

Upon the Effective Date of the Settlement, Plaintiffs and the Settlement Class will be deemed to have, and by operation of the Court's Final Judgment and Order of Dismissal, will have, fully, finally, and forever released, relinquished and discharged the Released Parties from all Released Claims.

The term "Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, expert or consulting fees, actions, potential actions, causes of action, suits, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined in the Settlement Agreement available at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com)), whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, which are based upon, arise out of, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were alleged, asserted, set forth, claimed or at issue, or that could have been alleged, asserted, set forth, claimed or at issue, in the Action relating to Copper Coils originally purchased during the period from January 1, 2008 to the Preliminary Approval Date or relating to any of the allegations in the Action, by any or all Plaintiffs or Settlement Class Members or by their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, advisors, and any other representatives of any of these Persons and entities, against the Released Parties. The Released Claims also include all claims, known or unknown, based upon or arising out of the defense, settlement, or resolution of the Action. The Released Claims, however, do not include: (a) the right to enforce the Settlement; (b) Personal Injury Claims; or (c) claims that do not relate to the Copper Coils.

The term “Released Parties” means: (i) JCI; (ii) JCI’s respective past, present or future parents, subsidiaries, divisions, affiliates, associates, predecessors and successors, as well as all of their officers, directors, managing directors, controlling shareholders, partners, principals, members, employers, employees, agents, consultants, advisors, insurers, and attorneys; (iii) any firm, trust, corporation, officer, director or other individual or entity in which JCI has a controlling interest; (iv) retailers, distributors, dealers, and other entities and persons who place any JCI brand products within the stream of commerce; (v) affiliates that acquire or are acquired by JCI; and (vi) the legal representatives, heirs, successors in interest or assigns of any of the foregoing. The Parties intend for the Released Parties who are not signatories to this Agreement to be third-party beneficiaries of the releases hereunder.

**14. How do I exclude myself from the Settlement?**

Settlement Class Members have the right to request exclusion from (*i.e.*, opt out of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **[INSERT DATE]**. The Settlement Administrator’s address is set forth in Question 10, above. Requests to opt-out must: (a) be signed personally by the Settlement Class Member who is requesting exclusion; and (b) include that Settlement Class Member’s full name, mailing address, telephone number and email address. No request to opt-out will be valid unless it complies with these requirements. If a timely and valid request to opt out is made by a Settlement Class Member, then that person will no longer be a member of the Settlement Class and shall not be affected by or bound by the Settlement, and shall receive no benefits from the Settlement.

**15. How do I object to the Settlement?**

Settlement Class Members have the right to object to the Settlement by sending written objections to the Settlement Administrator postmarked by **[INSERT DATE]**. Objections by Settlement Class Members must: (a) include proof that the objector is a Settlement Class Member; (b) be personally signed by the objector; (c) include the individual objector’s full name, current mailing address, telephone number, and email address; (d) set forth the specific reasons why the objector objects to the Settlement, along with all documents the objector wishes the Court to consider, and describe all evidence the objector intends to offer at the Final Approval Hearing. All objectors shall make themselves available to be deposed by the Parties’ Counsel in the county of the objector’s residence within 21 days of service of his or her timely written objection.

Any papers not filed and served in the prescribed manner and time will not be considered at the Final Approval Hearing, and all objections not made in the prescribed manner and time shall be deemed waived. Any objections by a Settlement Class Member must be exercised individually by that Settlement Class Member, not as or on behalf of a group, class, or subclass. Any Settlement Class Member that desires to appear in person at the Final Approval Hearing for the purpose of objecting to the Settlement must mail a written notice of intent to appear to the Parties’ Counsel, at least ten (10) days before the Final Approval Hearing.

**16. Who are the attorneys appointed to represent the Settlement Class?**

The Court has appointed the following lawyers to represent you and the other Settlement Class Members:

Shanon J. Carson Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103	Gregory Coleman Greg Coleman Law, P.C. First Tennessee Plaza 800 S. Gay Street Suite 1100 Knoxville, TN 37929	Jonathan Shub Kohn Swift & Graf, P.C. One South Broad Street Suite 2100 Philadelphia, PA 19107
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QUESTIONS? CALL 1-8XX-XXX-XXXX TOLL-FREE,  
 VISIT [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). or email [xxx@xxx.com](mailto:xxx@xxx.com)

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class Counsel (set forth in the preceding section) will ask the Court for approval to have JCI pay them (collectively) no more than one million dollars in attorneys' fees plus reimbursement of their reasonable out-of-pocket expenses, not to exceed \$25,000. Class Counsel will also request the Court to award \$2,500 service awards to each of the Class Representatives in recognition of their services provided to the Settlement Class Members. If approved, all of these amounts, as well as the costs associated with administering the Settlement, will be paid separately by JCI and will not reduce the amount of Settlement benefits available to Settlement Class Members in any fashion.

**18. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement, which is available at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). You may also contact the Settlement Administrator using the contact information set forth in Question 10 above.

# EXHIBIT

# B

**NOTICE TO ALL AUTHORIZED DEALERS AND DISTRIBUTORS OF YORK,  
FRASER-JOHNSTON, LUXAIRE, COLEMAN, EVCON, GUARDIAN, CHAMPION, OR  
DAYTON BRAND RESIDENTIAL OR LIGHT-COMMERCIAL HVAC SYSTEMS, AIR  
CONDITIONING OR HEAT PUMP SYSTEMS**

As you may be aware, York International Corporation and Johnson Controls Inc. (together with Johnson Controls International plc (“JCI”)), have agreed to settle a class action lawsuit filed in the United States District Court for the Middle District of Pennsylvania in which it is alleged that certain York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand copper evaporator coils and copper condenser coils manufactured and sold by JCI or any of its Affiliates (“Copper Coils”) are defective because they are susceptible to formicary corrosion. Similar lawsuits have been filed against Lennox, Rheem, Goodman, Carrier and others in the industry.

JCI stands behind its products and vigorously denies these allegations. JCI believes that Copper Coils have been used safely by the industry for decades and that copper has a proven track record of consistent, reliable performance. JCI maintains that the occurrence of formicary corrosion is rare, usually the result of concentrations of various chemicals found and used in homes, including construction materials and household cleaners. JCI calculates that a small fraction (less than 2%) of all Copper Coils it has sold since 2010 have failed for any reason, and that fewer than 10% of those failures are believed to have anything to do with formicary corrosion. Still, in order to avoid the time and expense associated with protracted litigation, JCI has agreed to a settlement framework that it believes will benefit its customers and reflect the company’s continuing commitment to quality and customer satisfaction.

A copy of the Notice of Class Action Settlement (“Notice”) that is being disseminated to the Settlement Class Members in this case is enclosed for your review, and additional information about this Settlement is available at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). **This Notice and the information available on the website contain all of the pertinent details of the Settlement. Importantly, you are not being asked to determine who is or is not an “Authorized Claimant,” nor will you make any decision about who may or may not receive benefits. The purpose of this letter is merely to provide you with an overview of the Settlement terms and the process by which the Court-appointed Settlement Administrator will process claims.**

The parties to the lawsuit jointly asked the Court to approve the Settlement, and the Court granted preliminary approval of the Settlement on [REDACTED], 2017. Notice of the Settlement will now go out to the Settlement Class Members, alerting them of their rights under the Settlement. Notice will be made through a variety of methods, including direct mail, publication in magazines, and banners on websites.

The Settlement Class is defined as all individuals and entities in the United States who during the time period from January 1, 2008 to [Date of Preliminary Approval Order] purchased an uncoated York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand copper evaporator coil or copper condenser coil manufactured and sold by JCI or any of its Affiliates, separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit, that is covered by the original limited five year warranty or extended ten year warranty.

The Court will hold a Final Approval Hearing on [REDACTED], 2017, to consider whether to grant final approval of the Settlement. If the Settlement is approved, it will grant the following benefits to Authorized Claimants:

1. Authorized Claimants who prior to [REDACTED] experienced **one** failure of their Copper Coil while the Copper Coil was covered by the original limited warranty and incurred any out-of-pocket expenses will receive a \$75 Service Rebate Certificate valid for one year to be used as payment for maintenance on their HVAC system.
2. Authorized Claimants who prior to [REDACTED] experienced **two or more** failures of their Copper Coil while the Copper Coil was covered by the original limited warranty, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive a check as reimbursement for their out-of-pocket expenses of up to \$550 for each replacement (but no more than \$1,100 for all replacements).
3. Authorized Claimants who after [REDACTED] experience a **first** failure of their Copper Coil while the Copper Coil is covered by the original limited warranty, will receive at no cost a new replacement coil, plus a \$75 Service Rebate Certificate valid for one year to help defray the cost of the installation of the replacement coil or to be used as payment for maintenance on their HVAC system. Replacement coils for failed evaporator coils will be aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper. Replacement coils for failed condenser coils will be copper, and will also include a new 8-year Extended Copper Coil Warranty running from the date of installation.
4. Authorized Claimants who experience **two or more** failures of their Copper Coil while the Copper Coil is covered by the original limited warranty, if at least one of the failures occurs after [REDACTED], and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive at no cost a new replacement coil, plus a check as reimbursement for their out-of-pocket expenses of up to \$550 for each replacement (but no more than \$1,100 for all replacements). Replacement coils for failed evaporator coils will be aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper. Replacement coils for failed condenser coils will be copper, and will also include a new 8-year Extended Copper Coil Warranty running from the date of installation.

Please note that Authorized Claimants who qualify to receive a new replacement coil as set forth above must have the new replacement coil installed by an authorized JCI Dealer or Distributor, and they can use their Service Rebate Certificate or settlement check to help defray the cost of the installation. We will make details available to you about how to complete this process if you are selected by an Authorized Claimant to install their replacement coil.

If a consumer contacts you regarding the Settlement, please refer them to [REDACTED] or [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com), where more detailed information about the Settlement is available. It is important that consumers receive information through the Court-approved processes, so please do not attempt to handle consumer claims or inquiries on your own and please do not refer consumers directly to JCI.

Thank you.

# EXHIBIT

# C

LEGAL NOTICE

**If you have owned a York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand residential or light-commercial HVAC unit, air conditioning or heat pump system, you could get benefits from a class action settlement.**

A settlement has been proposed with York International Corporation and Johnson Controls Inc. (together with Johnson Controls International plc hereinafter collectively, "JCI") in a class action lawsuit about whether JCI sold defective copper evaporator coils and copper condenser coils. An evaporator coil is a part of an air conditioning system or heat pump system and is inside your house, and a condenser coil is a part of a condensing unit and is outside your house ("Copper Coil(s)"). JCI denies the claims in the lawsuit.

**Who's included in the Settlement Class?** The proposed Settlement Class is defined as "all individuals and entities in the United States who during the time period from January 1, 2008 to [Date of Preliminary Approval Order] purchased an uncoated York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand copper evaporator coil or copper condenser coil manufactured and sold by JCI or any of its Affiliates, separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit, that is covered by the original limited five year warranty or extended ten year warranty.

**What benefits does the Settlement provide?** Authorized Claimants who:

1. Prior to **date**, experienced **one** failure of their Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty and incurred any out-of-pocket expenses will receive a \$75 Service Rebate Certificate valid for one year to be used as payment for maintenance on their HVAC system.
2. Prior to **date**, experienced **two or more** failures of their Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive a check as reimbursement for their out-of-pocket expenses of up to \$550 for each replacement (but no more than \$1,100 for all replacements).
3. After **date**, experience a **first** failure of their Copper Coil while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, will receive at no cost a new replacement coil, plus a \$75 Service Rebate Certificate valid for one year to help defray the cost of the installation of the replacement coil or to be used as payment for maintenance on their HVAC system. Replacement coils for failed evaporator coils will be aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper. Replacement coils for failed condenser coils will be copper, and will also include a new 8-year Extended Copper Coil Warranty running from the date of installation.
4. After **date**, experience **two or more** failures of their Copper Coil while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, if at least one of the failures occurs after **date**, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive at no cost a new replacement coil, plus a check as reimbursement for their out-of-pocket expenses of up to \$550 for each replacement (but no more than \$1,100 for all replacements). Replacement coils for failed evaporator coils will be aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper. Replacement coils for failed condenser coils will be copper, and will also include a new 8-year Extended Copper Coil Warranty running from the date of installation.

**How do I receive Settlement benefits?** You must submit a timely Claim Form to the Settlement Administrator. The deadline for submitting a Claim Form is the later of: (a) 120 days after the date of the Court's Final Judgment and Order of Dismissal (which when known will be set forth at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com)); or (b) 120 days after the Settlement Class Member experiences a Copper Coil failure while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty. You can download a Claim Form at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com) and submit it via the website or by mailing it, faxing it, or emailing it to the Settlement Administrator at:

**INSERT SETTLEMENT ADMINISTRATOR  
CONTACT INFORMATION**

You may also request a Claim Form from the Settlement Administrator.

**Who represents me?** The Court appointed Berger & Montague, P.C., Greg Coleman Law, P.C. and Kohn Swift & Graf, P.C., as Class Counsel to represent the Settlement Class. You do not have to pay Class Counsel to submit a claim. If you want to be represented by your own lawyer, you may hire one at your own expense.

**Your options.** If you are included in the Settlement Class and do not submit a Claim Form, your rights will be affected and you will not receive any benefits from this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **date**, following the instructions in the Notice of Class Action Settlement available at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com) or you won't be able to sue, or continue to sue, JCI about the legal claims in this case. If you do not exclude yourself, you may object to the Settlement by submitting a written objection by **date**, following the instructions in the Notice of Class Action Settlement available at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com).

**The Final Approval Hearing.** The Court will hold a hearing on **date** to consider whether to approve the Settlement, award Class Counsel attorneys' fees up to one million dollars plus expenses, and award the Class Representatives up to \$2,500.00 each for their service. If approved, these amounts, as well as the costs of administering the Settlement, will be paid separately by JCI and will not reduce the benefits available to Settlement Class Members.

**Want More Information?** Call 1-\_\_\_\_-\_\_\_\_-\_\_\_\_, go to [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com), or write to *Dickerson v. York International Corporation.*, Settlement Administrator, P.O. Box \_\_\_\_\_, City, ST \_\_\_\_\_-\_\_\_\_\_.

1-\_\_\_\_-\_\_\_\_-\_\_\_\_  
[www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com)

# EXHIBIT

# D

## JCI COPPER COIL CLASS ACTION SETTLEMENT CLAIM FORM

Please read the Notice of Class Action Settlement (“Notice”) available at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com) if you have further questions.

### I. INSTRUCTIONS

Read all instructions below before filling out this Claim Form.

1. You are eligible to submit this Claim Form if you are a Settlement Class Member, which means:

**all individuals and entities in the United States who during the time period from January 1, 2008 to [Date of Preliminary Approval Order] purchased an uncoated York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand copper evaporator coil or copper condenser coil manufactured and sold by JCI or any of its Affiliates, separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit, that is covered by the original limited five year warranty or extended ten year warranty.**

A copper evaporator coil and/or condenser coil that meets these requirements is referred to below as a “Copper Coil.”

2. Please type or print legibly all information in blue or black ink, and answer all applicable questions below.
3. You must fill out and sign a separate Claim Form for each Copper Coil for which you are claiming benefits under this Settlement.
4. Please sign and date the last page of this Claim Form. Your claim will not be processed otherwise.
5. You should print or make a copy of your completed Claim Form for your records.
6. You can submit this Claim Form electronically at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com). You can also fill out this Claim Form by hand, and mail, fax, or email it to:

***JCI Copper Coil Settlement  
Settlement Administrator***

**P.O. Box #####**

**City, ST #####-####**

**Fax: xxx-xxx-xxxx**

**Email: xxxxxxxx**

7. The deadline for submitting Claim Forms is the later of: (a) 120 days after the date of the Court’s Final Judgment and Order of Dismissal (which when known will be set forth at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com)); or (b) 120 days after the Settlement Class Member experiences a Copper Coil failure while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty. Failure to submit your Claim Form by the deadline may result in the denial of your claim.
8. Claim Forms will be processed in the order they are received. If your claim is valid, you will receive a letter explaining the settlement benefits to which you are entitled. You may receive a rejection letter if your claim is invalid, and you may receive a deficiency letter if your claim is deficient in ways that you can correct by providing additional information. All required documentation described below must be submitted with your Claim Form or you will receive a deficiency letter, which if not timely corrected will result in your claim being rejected.
9. Certain benefits under this Settlement must be redeemed through an authorized JCI dealer or distributor. The list of all authorized JCI dealers and distributors can be found at the dealer locator section of JCI’s websites and also at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com).

10. If you have questions about the Settlement, please visit the settlement website [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com), call toll-free 1-\_\_\_\_\_, or email \_\_\_\_\_.

## II. EXPLANATION OF SETTLEMENT BENEFITS

All Settlement Class Members are eligible for benefits under the Settlement as follows.

### A. Copper Coil Failures Occurring Before [Preliminary Approval Date]

(1) Authorized Claimants who prior to [Preliminary Approval Date] experienced **one** failure of their Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty and incurred any out-of-pocket expenses as a result of that failure, will receive a \$75 Service Rebate Certificate valid for one year from the date it is issued, to be used as payment for maintenance on their HVAC system performed by an authorized JCI dealer after the date the Service Rebate Certificate is issued. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed.

(2) Authorized Claimants who prior to [Preliminary Approval Date] experienced **two or more** failures of their Copper Coil while the Copper Coil was covered by the original limited five year warranty or extended ten year warranty, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failures and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failures. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

### B. Copper Coil Failures Occurring After [Preliminary Approval Date]

(3) Authorized Claimants who after [Preliminary Approval Date] experience a **first** failure of their Copper Coil while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, will receive the following benefits:

(a) If the failed Copper Coil is an evaporator coil (including the indoor coil on any heat-pump system), a new aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper replacement coil at no cost, plus a \$75 Service Rebate Certificate valid for one year from the date it is issued, to help defray the cost of the installation of the aluminum or tin-coated copper replacement coil or to be used as payment for maintenance on their HVAC system performed by an authorized JCI Dealer after the date the Service Rebate Certificate is issued. The new aluminum or tin-coated copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed.

(b) If the failed Copper Coil is a condenser coil (including the outdoor coil on any heat-pump system), a new copper replacement coil at no cost accompanied by an Extended Copper Coil Warranty, and a \$75 Service Rebate Certificate valid for one year from the date it is issued, to help defray the cost of the installation of the copper replacement coil or to be used as payment for maintenance on their HVAC system performed by an authorized JCI Dealer after the date the Service Rebate Certificate is issued. The new copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of the Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s), or any other competent evidence of the failure. To redeem the Service Rebate Certificate, the Authorized Claimant must provide the Settlement Administrator with proof of service by an authorized JCI dealer within 120 days of such service being performed.

(4) Authorized Claimants who experience **two or more** failures of their Copper Coil (if at least one of the failures occurs after [Preliminary Approval Date]) while the Copper Coil is covered by the original limited five year warranty or extended ten year warranty, and paid for labor, refrigerant, or parts associated with the replacement of their Copper Coils, will receive the following benefits:

(a) If the failed Copper Coil is an evaporator coil (including the indoor coil on any heat-pump system), a new aluminum (where feasible according to the requirements/specifications for the model/unit at issue) or tin-coated copper replacement coil at no cost, plus a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). The new aluminum or tin-coated copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of each Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s) or any other competent evidence of the failure. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

(b) If the failed Copper Coil is a condenser coil (including the outdoor coil on any heat-pump system), a new copper replacement coil at no cost accompanied by an Extended Copper Coil Warranty, plus a check as reimbursement for their out-of-pocket expenses of up to \$550.00 for each replacement (but no more than \$1,100.00 for all replacements). The new copper replacement coil will be provided through any authorized JCI Dealer. Authorized Claimants must provide the Settlement Administrator with evidence of each Copper Coil failure and may do so by submitting, for example, an invoice(s), receipt(s), photograph(s), correspondence to or from JCI or an HVAC dealer or contractor, warranty claim(s) or any other competent evidence of the failure. Authorized Claimants must also provide the Settlement Administrator with evidence of the amounts they paid out-of-pocket for labor, refrigerant, or parts to replace those Copper Coils, and may do so by submitting an invoice(s), receipt(s), cancelled check(s), or other competent evidence.

**PART 1 OF CLAIM FORM: CLAIMANT INFORMATION**

Claimant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

(1) Estimated Date That Copper Coil was purchased (whether purchased separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit): \_\_\_ / \_\_\_ / \_\_\_\_\_

(2) Estimated Date That Copper Coil was installed (whether purchased separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit): \_\_\_ / \_\_\_ / \_\_\_\_\_

(3) What brand is/was the Copper Coil?  York  Fraser-Johnston  Luxaire  Coleman  Evcon  Guardian  Champion  Dayton

(4) Was the Copper Coil installed in a residential dwelling in the United States for your personal, family or household use?  Yes  No

(5) Was the Copper Coil installed in a light commercial building in the United States?  Yes  No

(6) If known, please provide the name of the company that installed your Copper Coil (separately or as part of a split system or packaged residential air handler, condensing unit, or HVAC unit):

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

(6) Provide the address where your Copper Coil was or is installed (if different from your address provided in Part 1):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

(7) What is the Model Number of your Copper Coil or of the split system or packaged residential air handler, condensing unit, or HVAC unit containing your Copper Coil: \_\_\_\_\_

(8) What is the Serial Number of your Copper Coil or of the split system or packaged residential air handler, condensing unit, or HVAC unit containing your Copper Coil: \_\_\_\_\_

(9) What is the name of your preferred or closest nearby authorized JCI dealer: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**PART 3 OF CLAIM FORM: COPPER COIL FAILURE AND REPLACEMENT INFORMATION SO THAT THE SETTLEMENT ADMINISTRATOR CAN DETERMINE YOUR SETTLEMENT BENEFITS**

**A. Copper Coil Failures Occurring Before [Preliminary Approval Date]**

(1) At any time between January 1, 2008 and Preliminary Approval Date, did you experience a **first** failure of your Copper Coil while the Copper Coil was covered by its original limited five year warranty or extended ten year warranty, as a result of leaking or any other reason and as a result incur out-of-pocket expenses?  Yes  No

If yes: (a) identify the approximate date that the failure occurred: \_\_\_ / \_\_\_ / \_\_\_; (b) state whether the first failure resulted in your replacing the Copper Coil:  Yes  No; and (c) please describe the failure with as much detail as possible:

(2) At any time between January 1, 2008 and **Preliminary Approval Date**, did you experience a **second** failure of your Copper Coil while the Copper Coil was covered by its original limited five year warranty or extended ten year warranty, as a result of leaking or any other reason?  Yes  No

If yes, (a) identify the approximate date that the second failure occurred: \_\_\_ \_\_\_ / \_\_\_ \_\_\_ / \_\_\_ \_\_\_ \_\_\_, (b) state whether the second failure resulted in your replacing the Copper Coil:  Yes  No; and (c) describe the second failure with as much detail as possible:

(3) If you experienced two or more failures of your Copper Coil prior to **Preliminary Approval Date**, did the failures (either or all of them combined) cause you to pay for labor, refrigerant, or parts?  Yes  No

If yes, approximately how much did you pay out-of-pocket for labor, refrigerant, or parts, associated with the first replacement of your Copper Coil(s): \$\_\_\_\_\_.

If yes, approximately how much did you pay out-of-pocket for labor, refrigerant, or parts, associated with the second replacement of your Copper Coil(s): \$\_\_\_\_\_.

If yes, approximately how much did you pay out-of-pocket for labor, refrigerant, or parts, associated with the third replacement of your Copper Coil(s): \$\_\_\_\_\_.

**(4) IN ORDER TO RECOVER UNDER THIS SETTLEMENT, YOU MUST PROVIDE THE SETTLEMENT ADMINISTRATOR WITH EVIDENCE THAT BETWEEN JANUARY 1, 2008 AND [DATE OF PRELIMINARY APPROVAL ORDER], YOU PURCHASED AN UNCOATED YORK, FRASER-JOHNSTON, LUXAIRE, COLEMAN, EVCON, GUARDIAN, CHAMPION, OR DAYTON BRAND COPPER EVAPORATOR COIL OR COPPER CONDENSER COIL, SEPARATELY OR AS PART OF A SPLIT SYSTEM OR PACKAGED RESIDENTIAL AIR HANDLER, CONDENSING UNIT, OR HVAC UNIT. YOU MAY DO SO BY SUBMITTING ANY COMPETENT EVIDENCE ESTABLISHING THE REQUIRED PROOF OF PURCHASE, INCLUDING, FOR EXAMPLE, AN INVOICE, RECEIPT, PHOTOGRAPH, OWNERS' MANUAL, OR REGISTRATION CARD.**

**(5) IN ORDER TO RECEIVE A \$75 SERVICE REBATE CERTIFICATE, WHICH IS APPLICABLE TO AUTHORIZED CLAIMANTS WHO, PRIOR TO [PRELIMINARY APPROVAL DATE] EXPERIENCED ONE FAILURE OF THEIR COPPER COIL, YOU MUST PROVIDE THE SETTLEMENT ADMINISTRATOR WITH EVIDENCE OF THE COPPER COIL FAILURE. YOU MAY DO SO BY SUBMITTING, FOR EXAMPLE, AN INVOICE(S), RECEIPT(S), PHOTOGRAPH(S), CORRESPONDENCE TO OR FROM JCI OR AN HVAC DEALER OR CONTRACTOR, WARRANTY CLAIM(S), OR ANY OTHER COMPETENT EVIDENCE OF THE FAILURE.**

**(6) IN ORDER TO RECEIVE CASH REIMBURSEMENT FOR LABOR, REFRIGERANT, OR PARTS INCURRED IN CONNECTION WITH THE REPLACEMENTS OF TWO OR MORE COPPER COILS, YOU MUST PROVIDE THE SETTLEMENT ADMINISTRATOR WITH (A) PROOF THAT THE COPPER COILS WERE REPLACED; AND (B) EVIDENCE OF THE AMOUNTS YOU PAID OUT-OF-POCKET TO REPLACE SUCH COILS. YOU MAY DO SO BY SUBMITTING, FOR EXAMPLE, INVOICE(S), RECEIPT(S), CANCELLED CHECK(S), CREDIT CARD STATEMENTS, OR ANY OTHER COMPETENT EVIDENCE OF YOUR OUT-OF-POCKET LOSSES.**

**YOU MUST ATTACH COPIES OF THESE DOCUMENTS TO THIS CLAIM FORM WHEN YOU RETURN IT TO THE SETTLEMENT ADMINISTRATOR.**

(1) After Preliminary Approval Date, did you experience a **first** failure of your Copper Coil while the Copper Coil was covered by its original limited five year warranty or extended ten year warranty, as a result of leaking or any other reason?  
 Yes  No

If yes: (a) identify the approximate date that the failure occurred: \_\_\_ \_\_\_ / \_\_\_ \_\_\_ / \_\_\_ \_\_\_ \_\_\_ \_\_\_; (b) state whether the first failure resulted in your replacing the Copper Coil:  Yes  No; and (c) please describe the failure with as much detail as possible:  
\_\_\_\_\_  
\_\_\_\_\_

(2) After Preliminary Approval Date, did you experience a **second** failure of your Copper Coil while the Copper Coil was covered by its original limited five year warranty or extended ten year warranty, as a result of leaking or any other reason (even if the first failure occurred before Preliminary Approval Date)?  Yes  No

If yes, (a) identify the date that the second failure occurred: \_\_\_ \_\_\_ / \_\_\_ \_\_\_ / \_\_\_ \_\_\_ \_\_\_ \_\_\_; (b) state whether the second failure resulted in your replacing the Copper Coil:  Yes  No; and (c) please describe the second failure with as much detail as possible: \_\_\_\_\_  
\_\_\_\_\_

(3) If you experienced a second failure of your Copper Coil that occurred after Preliminary Approval Date, did the failures (either or both of them) cause you to pay for labor, refrigerant, or parts ?  Yes  No

If yes, approximately how much did you pay out-of-pocket for labor, refrigerant, or parts, associated with the first replacement of your Copper Coil(s): \$ \_\_\_\_\_.

If yes, approximately how much did you pay out-of-pocket for labor, refrigerant, or parts, associated with the second replacement of your Copper Coil that occurred after Preliminary Approval Date: \$ \_\_\_\_\_.

**(4) IN ORDER TO RECOVER UNDER THIS SETTLEMENT, YOU MUST PROVIDE THE SETTLEMENT ADMINISTRATOR WITH EVIDENCE THAT BETWEEN JANUARY 1, 2008 AND [DATE OF PRELIMINARY APPROVAL ORDER], YOU PURCHASED AN UNCOATED YORK, FRASER-JOHNSTON, LUXAIRE, COLEMAN, EVCON, GUARDIAN, CHAMPION, OR DAYTON BRAND COPPER EVAPORATOR COIL OR COPPER CONDENSER COIL, SEPARATELY OR AS PART OF A SPLIT SYSTEM OR PACKAGED RESIDENTIAL AIR HANDLER, CONDENSING UNIT, OR HVAC UNIT. YOU MAY DO SO BY SUBMITTING ANY COMPETENT EVIDENCE ESTABLISHING THE REQUIRED PROOF OF PURCHASE, INCLUDING, FOR EXAMPLE, AN INVOICE, RECEIPT, PHOTOGRAPH, OWNERS' MANUAL, OR REGISTRATION CARD.**

**(5) IN ORDER TO RECEIVE A \$75 SERVICE REBATE CERTIFICATE, WHICH IS APPLICABLE TO AUTHORIZED CLAIMANTS WHO, AFTER [PRELIMINARY APPROVAL DATE] EXPERIENCED ONE FAILURE OF THEIR COPPER COIL, YOU MUST PROVIDE THE SETTLEMENT ADMINISTRATOR WITH EVIDENCE OF THE COPPER COIL FAILURE. YOU MAY DO SO BY SUBMITTING, FOR EXAMPLE, AN INVOICE(S), RECEIPT(S), PHOTOGRAPH(S), CORRESPONDENCE TO OR FROM JCI OR AN HVAC DEALER OR CONTRACTOR, WARRANTY CLAIM(S), OR ANY OTHER COMPETENT EVIDENCE OF THE FAILURE.**

**(6) IN ORDER TO RECEIVE CASH REIMBURSEMENT FOR LABOR, REFRIGERANT, OR PARTS INCURRED IN CONNECTION WITH THE REPLACEMENTS OF TWO OR MORE COPPER COILS, YOU MUST PROVIDE THE SETTLEMENT ADMINISTRATOR WITH (A) PROOF THAT THE COPPER COILS WERE REPLACED; AND (B) EVIDENCE OF THE AMOUNTS YOU PAID OUT-OF-POCKET TO REPLACE SUCH COILS. YOU MAY DO SO BY SUBMITTING, FOR EXAMPLE, INVOICE(S), RECEIPT(S), CANCELLED CHECK(S), CREDIT CARD STATEMENTS, OR ANY OTHER COMPETENT EVIDENCE OF YOUR OUT-OF-POCKET LOSSES.**

**YOU MUST ATTACH COPIES OF THESE DOCUMENTS TO THIS CLAIM FORM WHEN YOU RETURN IT TO THE SETTLEMENT ADMINISTRATOR.**

**PART 4: SIGNATURE**

I declare under penalty of perjury under the laws of the United States that all information I provided in this Claim Form is true to the best of my knowledge and belief and that all documents submitted in support of my claim are valid and authentic.

Signature: \_\_\_\_\_ Date: \_\_\_ \_\_\_ / \_\_\_ \_\_\_ / \_\_\_ \_\_\_

# EXHIBIT

# E

**JCI Copper Coil Settlement  
Settlement Administrator  
P.O. Box #####  
City, State #####-####  
Fax: xxx-xxx-xxxx  
Email: xxxxxxxx**

«MailDate»

**NOTICE OF DEFICIENT CLAIM FORM**

**INSERT ADDRESS**

**Re: JCI Copper Coil Class Action Settlement**

Dear :

We have received your Claim Form in the JCI Copper Coil Class Action Settlement, based upon the Settlement that was reached in *Dickerson, et al. v. York International Corporation, et al.*, No. 1:15-CV-01105 (M.D. Pa.).

After careful review of your Claim Form, it is deficient for the following reason(s):

- REASON #1
- REASON #2
- REASON #3
- ETC.

You can cure the deficiency by providing the following information:

**INSERT**

Please provide us with this information within thirty (30) days of the date of this letter or your claim will be denied. You can submit this information to the Settlement Administrator (see above contact information) by mail, fax, or email.

If you have questions regarding this letter, you may call 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ between 9:00 a.m. and 5:00 p.m. Eastern Time.

Sincerely,

---

**Settlement Administrator**

# EXHIBIT

# F

**JCI Copper Coil Settlement  
Settlement Administrator  
P.O. Box #####  
City, State #####-####  
Fax: xxx-xxx-xxxx  
Email: xxxxxxxx**

«MailDate»

**REJECTION NOTICE**

**INSERT ADDRESS**

**Re: JCI Copper Coil Class Action Settlement**

Dear :

We have received your Claim Form in the JCI Copper Coil Class Action Settlement, based upon the Settlement that was reached in *Dickerson, et al. v. York International Corporation, et al.*, No. 1:15-CV-01105 (M.D. Pa.).

After careful review of your Claim Form, it has been denied for the following reason(s):

- REASON #1
- REASON #2
- REASON #3
- ETC.

Because your Claim Form has been denied, you are not eligible to receive any benefits.

If you believe that you received this letter in error, you must provide a statement of your grounds for contesting the denial of your claim along with any documentation to support your claim, and request a review of your claim within thirty (30) days of the date of this letter. Your submission should be mailed to the address at the top of this letter.

If you have questions regarding this letter, you may call 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ between 9:00 a.m. and 5:00 p.m. Eastern Time.

Sincerely,

---

**Settlement Administrator**

# EXHIBIT

# G

**JCI COPPER COIL CLASS ACTION SETTLEMENT**

**\$75 SERVICE REBATE**

Date the \$75 Service Rebate was issued: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Authorized Claimant Name: **[INSERT]**

Validity Term. This \$75 Service Rebate is valid for **ONE YEAR** from the date issued as set forth above.

Coverage: This \$75 Service Rebate applies to:

**Any routine or other maintenance on your York, Fraser-Johnston, Luxaire, Coleman, Evcon, Guardian, Champion, or Dayton brand residential air handler, condensing unit, or HVAC unit, or with respect to any parts thereof, including the evaporator coil or condenser coil, performed after the date this Service Rebate Certificate is issued, by an authorized JCI dealer or distributor as set forth at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com) (which contains a list of all authorized JCI dealers and distributors).**

How to Redeem the Rebate. To redeem this \$75 Service Rebate, you must complete the information on the bottom of this form and submit it to the Settlement Administrator online at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com), or by U.S. mail, fax, or email, as set forth below:

**JCI Copper Coil Settlement  
Settlement Administrator  
P.O. Box #####  
City, State #####-####  
Fax: xxx-xxx-xxxx  
Email: xxxxxxxx**

Payment. Within thirty (30) days of receipt of this Service Rebate Certificate and the information required below, the Settlement Administrator will send you a check for \$75.

What happens if I lose this form? You may request a copy of this form from the Settlement Administrator.

**TO REDEEM THIS \$75 REBATE, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Date maintenance was performed: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
2. Name of JCI authorized dealer or distributor who performed the maintenance: \_\_\_\_\_  
\_\_\_\_\_
3. **IMPORTANT:** Please provide the Settlement Administrator with proof of the date the service was performed by an authorized JCI dealer or distributor (the list of authorized JCI dealers/distributors can be found at [www.jccoppercoilsettlement.com](http://www.jccoppercoilsettlement.com)), by attaching or enclosing an invoice, receipt, cancelled check, credit card statement, or any other competent evidence establishing that service was provided and when.

# EXHIBIT

# H

# Limited Warranty

## Residential System Copper Condenser Replacement Coils

**WARRANTY TERMS: Pursuant to the Settlement Agreement in *Dickerson et al. v. York International Corp., et al.* (M.D. Pa. 1:15-CV-01105) (the "Settlement")** Johnson Controls Unitary Products ("Company") warrants this replacement copper condenser coil, and only this replacement copper condenser coil, to be free from defects in factory workmanship and material under normal use and service and will either repair or replace (at its option) the replacement copper condenser coil if it fails without charge, subject to the exclusions below and according to the terms outlined in this warranty. Company reserves the right, at its sole discretion, to provide an equivalent complete replacement unit in place of repair parts. The warranty period for repaired or replaced replacement copper condenser coils shall not extend beyond the original warranty period as stated below. In addition, if a replacement unit is provided by the Company in place of a replacement copper condenser coil, the warranty period for the replacement unit, other than the copper condenser coil, is limited to the remainder of the original warranty period for the original unit; however, the copper condenser coil in the replacement unit is covered for 8 years under the terms of this Limited Warranty.

This warranty covers only the replacement copper condenser coil provided pursuant to the Settlement which is described by the Product Model Number and the Unit Serial Number on the equipment or listed on the Warranty Registration Card, and applies only to products installed in the United States. This warranty extends only to the original Authorized Claimant receiving this warranty under the terms of the Settlement, and is nontransferable.

For this warranty to apply, the product must be installed according to Company recommendations and specifications, and in accordance with all local, state, and national codes; and the product or residence must not be removed from its place of original installation. The warranty period will begin upon installation of the replacement copper condenser coil provided pursuant to the Settlement. If you have any questions, contact Company at (877) 874-7378 or [www.upgproductregistration.com](http://www.upgproductregistration.com), or contact the Settlement Administrator at (855) 510-2035 or [questions@jccoppercoilsettlement.com](mailto:questions@jccoppercoilsettlement.com).

**FOR PRODUCT REGISTRATION:** For your benefit and protection, you have the option of registering your product with Company promptly after installation. You can register your product online at [www.upgproductregistration.com](http://www.upgproductregistration.com) or by returning the Warranty Registration Card on the back page of this packet.

Product Model Number: \_\_\_\_\_ Installation Date: \_\_\_\_\_

Unit Serial Number: \_\_\_\_\_ Installing Dealer: \_\_\_\_\_

**FOR WARRANTY SERVICE OR REPAIR:** Notify your Installing Dealer or a Participating Dealer, preferably in writing, as soon as possible after discovery of the problem. Be sure to include the Product Model Number, Unit Serial Number, Installation Date, and a description of the problem. You may find the Installing Dealer's name on this page or on the equipment, and you can locate Participating Dealers online at [www.yorkupg.com](http://www.yorkupg.com).

If a Dealer response is not received within a reasonable amount of time, notify Company at: Johnson Controls Unitary Products, Consumer Relations, 5005 York Drive, Norman, OK 73069 or by telephone at (877) 874-7378. You may also notify the Settlement Administrator at (855) 510-2035 or [questions@jccoppercoilsettlement.com](mailto:questions@jccoppercoilsettlement.com). All warranty service or repair will be performed during regular business hours, Monday through Friday 9:00 AM - 5:00 PM. Service requests sent to Company without prior Dealer contact will be referred back to a Participating Dealer. Because this process takes time, it is in the best interest of the Consumer to contact a Participating Dealer directly.

**WARRANTY PERIOD:** The warranty period in years, and is as shown in the chart below.

MODELS	CONDENSER COIL	LABOR
REPLACEMENT COPPER CONDENSER COIL PROVIDED PURSUANT TO THE SETTLEMENT	8 Years	8 Years

**MAINTENANCE:** Company strongly recommends regular periodic preventive maintenance on this equipment. The person most familiar with the equipment in your HVAC system is a Participating Dealer. The Participating Dealer can ensure that your maintenance program meets the "Company Warranty" conditions, maximize the equipment efficiency, and service your unit within the mandated guidelines with regard to unlawful discharge of refrigerants into the atmosphere. For additional buyer protection, Residential Home Comfort Plans are available from a Participating Dealer. These plans provide you with additional years of warranty service protection including labor charges. Home Comfort Plans must be purchased within one (1) year from the date the equipment was installed.

**EXCLUSIONS: This warranty does not cover any:**

1. Shipping, labor, or material charges unrelated to the replacement copper condenser coil you receive pursuant to the Settlement.
2. Damage or repairs required as a consequence of normal wear and tear, misuse, mishandling, faulty installation, misapplication, abuse, improper servicing, unauthorized alteration, or improper operation.
3. Damages or failure to start resulting from improper voltage conditions, blown fuses, open circuit breakers, or other inadequacy or interruption of electrical service or fuel supply.
4. Fuses, either internal or external to the product.
5. Products removed from their original location for reinstallation purposes.
6. Damages resulting from accident, abuse, fire, flood, alteration, or acts of God.
7. Normal maintenance, or damages resulting from failure to perform normal maintenance, as outlined in the installation and servicing instructions or owner's manual.
8. Cleaning or replacement of filters, nozzles, or orifices.
9. Damages resulting from operation with inadequate supply of air or water; Damages resulting from failure to properly and regularly clean air and/ or water side of condenser and evaporator.
10. Damages resulting from: (I) freezing of condenser water or condensate; (II) inadequate, polluted or interrupted water supply; (III) fouling or restriction of the water circuit by foreign material or like causes.
11. Damages caused by improper parts, components or accessories not suitable for use in or with the unit. For a list of parts that are known to be compatible please reference the equipment renewal parts list, contact a Participating Dealer for assistance, or call 1-877-874-7378.
12. Electricity or fuel costs, or increases in fuel or electric costs, for any reason including additional or unusual use of supplemental electric heat.

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This warranty applies only to your replacement copper condenser coil obtained pursuant to the Settlement. All other components of your system are not included in, or covered by, this warranty, and instead are subject to the system's original express limited warranty, if any.