

**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 March 15, 2017, 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.
- JCI denies all of the claims in the lawsuit, but has agreed to the Settlement in order to avoid the cost and uncertainty of protracted 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 March 15, 2017 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,

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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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	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.
ASK TO BE EXCLUDED (OPT-OUT)	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.
OBJECT TO THE SETTLEMENT	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.
DO NOTHING	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 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.

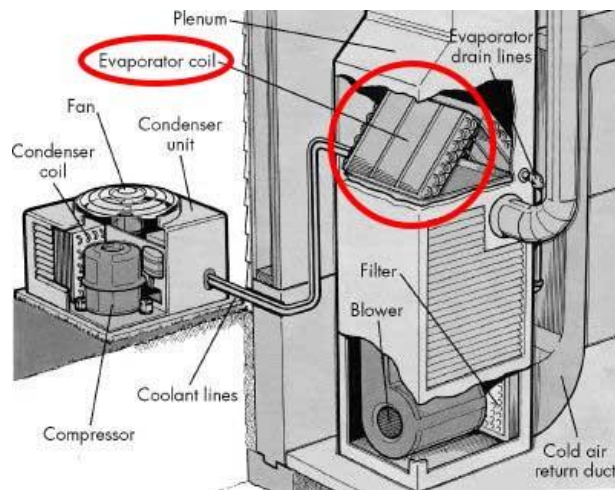
5. How do I know whether I am part of the Settlement?

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 March 15, 2017, 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 1-855-510-2035, go to www.jccoppercoilsettlement.com, or send an email to Questions@jccoppercoilsettlement.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.

9. What are the Settlement benefits?

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

• **Copper Coil Failures That Occurred Before March 15, 2017**

- (1) Authorized Claimants who prior to March 15, 2017 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 March 15, 2017 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 March 15, 2017**

- (3) Authorized Claimants who after March 15, 2017 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 March 15, 2017) 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 now. 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); 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. You may also download the Claim Form at www.jccoppercoilsettlement.com and submit it to the Settlement Administrator by mail, facsimile, or email, at the following address:

Dickerson v. York International Corporation
Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103
Fax: 1-484-350-4442
Email: Questions@jccoppercoilsettlement.com

Claim Forms are also available by calling 1-855-510-2035 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 9:30 a.m. on August 16, 2017, 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), 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 March 15, 2017 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

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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 June 23, 2017. 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 June 23, 2017. 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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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.

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VISIT www.jccoppercoilsettlement.com or email Questions@jccoppercoilsettlement.com

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. You may also contact the Settlement Administrator using the contact information set forth in Question 10 above.