

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**MATTIE HALLEY, SHEM ONDITI,  
LETICIA MALAVÉ, and  
TEMPORARY ADMINISTRATOR OF  
THE ESTATE OF SERGIO de la  
CRUZ,**

**Civil Action No. 2:10-cv-3345 (ES) (JAD)**

**On Behalf of Themselves  
and all Others Similarly Situated,**

**Plaintiffs,**

**v.**

**HONEYWELL INTERNATIONAL,  
INC. and PPG INDUSTRIES, INC.,**

**Defendants.**

**ORDER AND FINAL JUDGMENT APPROVING CLASS-ACTION SETTLEMENT**

WHEREAS, Plaintiffs in the above-captioned class action (the “Action”) and Honeywell International Inc. (“Honeywell”) entered into a Class Action Settlement Agreement (the “Settlement Agreement”), as of October 1, 2014 (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, Honeywell and the Plaintiffs in the Action moved under Federal Rule of Civil Procedure 23(b) for an order certifying the class for settlement purposes, and under Rule 23(e) for an order preliminarily approving the proposed settlement of the Settlement Class Members’ claims in accordance with the Settlement Agreement and approving the form and plan of notice as set forth in the Settlement Agreement;

WHEREAS, in its Order entered on May 1, 2015 (the "Preliminary Approval Order"), the Court provisionally ordered that this Action may be settled as a class action on behalf of the following settlement classes:

Settlement Classes defined as:

**Settlement Class A:**

Persons who, on or after May 17, 2010 up to and including October 1, 2014, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as "Class A" on the attached map. Settlement Class A is generally bounded by Kellogg Street between the Hackensack River and Society Hill Drive North; Society Hill Drive North between Kellogg Street and Danforth Avenue; Danforth Avenue between Society Hill Drive North and John F. Kennedy Boulevard West; John F. Kennedy Boulevard West between Danforth Avenue and Claremont Avenue; Claremont Avenue between Route 440 and John F. Kennedy Boulevard West; Route 440 between Claremont Avenue and Culver Avenue; and from the intersection of Culver Avenue and Route 440 continuing Northwest to the Hackensack River. Settlement Class A includes properties located on both sides of the boundary streets contained in the class definition.

**Settlement Class C:**

Persons who, on or after May 17, 2010 up to and including October 1, 2014, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as "Class C" on the attached map. Settlement Class C is generally comprised of the residential development community known as "Society Hill", which includes the area known as "Droyers Point" within that community, and is generally bounded by Lee Court, Willow Street and Cottonwood Street to the West, Cherry Street to the South, Society Hill Drive North and Kellogg Street to the East and Lyon Court to the North. Settlement Class C includes properties located on both sides of the boundary streets contained in the class definition.

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to potential members of the Settlement Classes and directed that appropriate notice of the Settlement be given to potential members of the Settlement Classes;

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) the Claims Administrator caused to be mailed to potential members of the Settlement Classes the Notices of Proposed Class Action Settlement and Your Rights (“Notice”) beginning on June 1, 2015, caused to be published the Notice of Proposed Class Action Settlement (“Publication Notice”), and published a copy of the Notice on a website maintained by the Claims Administrator; (2) an Affidavit Regarding Mailing of the Notice of Proposed Settlement and Processing of Claim and Release Forms and Exclusion Requests was filed with the Court prior to the Fairness Hearing; and (3) the Affidavit of Regarding Mailing filed with this Court demonstrates compliance with the Preliminary Approval Order with respect to the Notice and the Publication Notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order, prior to May 31, 2015, Honeywell established and funded an escrow account at a federally chartered bank in the amount of \$10 Million Seventeen Thousand Dollars (\$10,017,000.00) as the Settlement Fund;

WHEREAS, on September 24, 2015 at 11:00 am, this Court held a hearing on whether the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class Members (the “Fairness Hearing”), and the Court requested supplemental submissions in connection with the pending motions;

WHEREAS, in its Order entered on April 26, 2016 (the “Approval Order”), the Court having considered the submissions relating to the joint motion for final approval of settlement and the Settlement Class counsel’s motion seeking an award of reasonable costs, attorneys’ fees, and incentive awards; having held a Fairness Hearing; having requested and reviewed supplemental submissions; having conducted an *in camera* review relating to Settlement Class counsel’s motion

seeking an award of reasonable costs, attorneys' fees, and incentive awards, and for the reasons set forth in the Court's accompanying April 26, 2016 opinion, ordered that the joint motion for final approval of settlement is granted and the Settlement Class counsel's motion seeking an award is granted;

WHEREAS, based upon the foregoing, having considered all of the files, records, and proceedings in the Action, the benefits to the Class Members under the Settlement Agreement, and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Court has subject-matter jurisdiction over the subject matter of the Action, and personal jurisdiction over the Plaintiffs, the Class Members, and Honeywell.
2. The Settlement Class Representatives and their counsel fairly and adequately represent the interests of the Class Members in connection with the Settlement Agreement.
3. The Settlement Agreement is the product of good-faith, arm's-length negotiations by the Plaintiffs and their counsel, and Honeywell and its counsel, and the representatives of the Plaintiffs and Honeywell were represented by capable and experienced counsel.
4. The form, content, and method of dissemination of the notice given to potential members of the Settlement Classes, including both published notice and individual notice to all potential members of the Settlement Classes who could be identified through reasonable effort, were adequate and reasonable and constituted the best notice practicable under the circumstances.

5. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Members, and is approved in all respects, and the parties are directed to perform and satisfy the terms and conditions of the Settlement Agreement.
6. Class Members shall be permitted to make claims for the benefits described in the Settlement Agreement, subject to the conditions and limitations stated herein.
7. The certification of the Settlement Classes, under Rules 23(b)(3) and 23(e), solely for settlement purposes, is hereby confirmed.
8. The notice, as given, complied with the requirements of Rule 23, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth therein.
9. After this Order and Judgment has become Final, and all periods for appeal or request for review have either expired or have been resolved (hereafter “the Effective Date”), Honeywell and its predecessors, successors, affiliates, assigns, and any related or affiliated companies or entities and the employees and agents of each of them shall be released from any and all claims that any Class Member had, has, or may have in the future related to any and all manner of actions, causes of action, suits, debts, judgments, rights, demands, damages, compensation, loss of use and enjoyment of property, expenses, attorneys’ fees, litigation costs, other costs, rights or claims for reimbursement of attorneys fees, and claims of any kind or nature whatsoever arising out of the ownership of 1-4 family residential property in Settlement Class A area or Settlement Class C area, including without limitation punitive damages, in either law or equity, under any theory of common law or under any federal, state, or local law, statute, regulation, ordinance, or executive order that the Class Member ever had or

may have in the future, whether directly or indirectly, that arose from the beginning of time through execution of this Agreement, WHETHER FORESEEN OR UNFORESEEN, OR WHETHER KNOWN OR UNKNOWN TO ALL OR ANY OF THE PARTIES, that arise out of the release, migration or impacts or effects of COPR, hexavalent chromium, or other chemical contamination (a) originating from the Mutual Facility at any time through the date of this Agreement or (b) present on or released or migrating at or from Study Area 5, Study Area 6 South, Study Area 6 North, Study Area 7, or Site 119 at any time through the date of the Settlement Agreement, including but not limited to property damage, remediation costs, diminution of value to property, including stigma damages, loss of use and enjoyment of property, fear, anxiety, or emotional distress as a result of the alleged contamination (“Released Claims”). Released Claims include claims for civil conspiracy asserted by the members of Settlement Classes A and C. Personal injury, bodily injury, and medical monitoring claims (if any) are not Released Claims. Plaintiffs are not releasing any claims they may have against PPG except as explicitly stated in the Settlement Agreement.

10. Upon the Effective Date, all Class Members (whether or not they file a claim) shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims.
11. Pursuant to the Stipulated Order Clarifying the Settlement Agreement, Claim and Release Forms, and Final Judgment entered on July 30, 2015 (Dkt. No. 404) (“Stipulated Order”), this Final Judgment shall have no effect on the rights or

obligations of any person or party with respect to the Study Area 5 to 7 Litigations as defined in the Stipulated Order.

12. The Non-Conspiracy Claims and the Civil Conspiracy Claim against Honeywell and PPG with respect to the Settlement Class Representatives on behalf of themselves and the Class Members of Settlement Class A and Settlement Class C are hereby dismissed with prejudice.
13. The Civil Conspiracy Claim against Honeywell and PPG with respect to allegations related to Class B brought by Named Plaintiffs who are not Settlement Class Representatives are hereby dismissed without prejudice.
14. Plaintiffs have not asserted any claims other than Civil Conspiracy against Honeywell with respect to Class B.
15. The reasonable and approved Net Settlement Class Fund for the Settlement Class Members is \$6,133,447.36.
16. The expenses of administering the Settlement Agreement are reasonable and are approved in the amount of \$219,278.87 and shall be paid to the Claims Administrator from the Settlement Fund in the manner set forth in the Settlement Agreement.
17. Incentive awards to each of the Settlement Class Representatives in the following amount are reasonable and are approved: \$10,000. These monies will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.
18. Attorneys' Fees for Settlement Class Counsel in the following amount \$2,504,250 are reasonable and are approved. Reimbursement for Settlement Class Counsel's Expenses in the following amount \$1,140,023.77 are reasonable and are approved. These monies

will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.

19. Each Class Member who has submitted a timely and complete Claim and Release Form to the Claims Administrator shall be paid the amount determined by the Claims Administrator to be awarded to that Class Member in accordance with the terms of the Settlement Agreement. A Class Member may appeal his, her, or its award by filing a letter of appeal with this Court no later than June 15, 2016. Appeals may be made solely on the basis that the Claims Administrator has incorrectly calculated the amount of the award under the terms of the Settlement Agreement.
20. The Court hereby reserves its exclusive, general, and continuing jurisdiction over the parties to the Settlement Agreement, including Honeywell and all Class Members, as needed or appropriate in order to administer, supervise, implement, interpret, or enforce the Settlement Agreement in accordance with its terms, including the investment, conservation, protection of settlement funds prior to distribution, and distribution of settlement funds.
21. If this Order and Judgment is not a final judgment as to all claims presented in the Action, the Court hereby determines, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason to delay the appeal of all claims as to which final judgment is entered under the Settlement Agreement.

IT IS SO ORDERED.

May 10, 2016.

  
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Honorable Esther Salas  
United States District Judge