

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

MATTIE HALLEY, SHEM ONDITI,
LETICIA MALAVÉ, and SERGIO de la
CRUZ, On Behalf of Themselves
and all Others Similarly Situated,

Plaintiffs,

v.

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

Defendants.

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

Documents Electronically Filed.

Return Date: December 1, 2014

**JOINT MOTION FOR
PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

ORAL ARGUMENT REQUESTED

TO: William T. Walsh, Clerk
United States District Court
District of New Jersey
Martin Luther King Building
& U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

PLEASE TAKE NOTICE that on Monday, December 1, 2014, or on a date and time to be set by the Court, Defendant Honeywell International Inc. (“Honeywell” or “Defendant”) and Plaintiffs Shem Onditi (“Settlement A Class Representative”), Sergio de la Cruz (“Settlement Class C Representative”), Leticia Malave, and Mattie Halley (collectively, “Plaintiffs”), by and through their undersigned counsel, hereby submit this Joint Motion for Preliminary Approval of the Class Action Settlement they have reached in this case. For the reasons set forth in the accompanying Memorandum in Support, Plaintiffs and Defendant hereby move the Court to:

1. For settlement purposes only, certify Settlement Classes A and C pursuant to Federal Rule of Civil Procedure 23(b)(3);
2. Order preliminary approval of the Class Action Settlement Agreement between Plaintiffs and Honeywell;

3. Approve the Notices of Proposed Class Action Settlement and order notice of the Settlement to Class Members;
4. Appoint Janet Jenner & Suggs LLC (Howard A. Janet, Robert K. Jenner, and Kenneth M. Suggs); German Rubenstein LLP (Steven J. German, Joel M. Rubenstein); and National Legal Scholars Law Firm, P.C. (Anthony Z. Roisman) as class counsel for Settlement Classes A and C;
5. Appoint The Garden City Group Inc. as Claims Administrator for Settlement Classes A and C.
6. Set a hearing on the final approval of the Settlement Agreement; and
7. Grant such other relief and orders as the Court deems necessary and appropriate.

PLEASE TAKE FURTHER NOTICE that Plaintiffs and Defendant shall rely on the Memorandum in Support of Joint Motion and Settlement Agreement with exhibits submitted in support of this Motion, and all other papers of record.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

PLEASE TAKE FURTHER NOTICE that the motion is being made returnable on Monday, December 1, 2014, and that oral argument is requested.

November 7, 2014

Respectfully submitted,

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**MEMORANDUM IN SUPPORT OF JOINT MOTION FOR
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Defendant Honeywell International Inc. ("Honeywell") and Plaintiffs Shem Onditi, Sergio de la Cruz, Leticia Malave, and Mattie Halley (collectively, "Plaintiffs") by and through undersigned counsel, hereby submit this Memorandum in Support of their Joint Motion for Preliminary Approval of the Class Action Settlement they have reached in this case.¹

BACKGROUND

From approximately 1895 to 1954, the Mutual Chemical Company operated a chromium chemical plant located on Route 440 in Jersey City, New Jersey. That plant produced chromium chemicals for industrial use and generated a residual waste material known as chromium ore processing residue ("COPR") which was disposed of on several properties in the vicinity of the plant that have come to be known as Study Areas 5, 6, and 7 and Site 119 (the "Mutual Sites"). Plaintiffs allege that Honeywell is the successor in interest to Mutual Chemical Company and that, as a result of Honeywell's and its predecessors' generation, disposal and historical failure to properly remediate COPR and alleged associated hexavalent chromium contamination from the Mutual plant, at the Mutual Sites and within the Settlement Class boundaries plaintiffs have suffered damage to their properties, loss of use and enjoyment of their properties and diminution in property value. Honeywell denies that plaintiffs have suffered any damages, including but not limited to any loss of use of enjoyment of their properties or diminution in their property values as a result of COPR and/or alleged hexavalent chromium contamination from the Mutual plant. Honeywell further notes that pursuant to several different federal and state orders, and under the supervision of both the New Jersey Department of Environmental Protection and a Special Master appointed by the United States District Court of the District of New Jersey, Honeywell has been conducting environmental remediation at each of the COPR disposal sites that Plaintiffs

¹ Capitalized terms used in this Memorandum but not defined herein shall have the definitions prescribed in the Settlement Agreement (Attachment A).

allege were associated with Mutual's operations. Honeywell contends that remediation of the Study Area 5 and 7 properties is complete. Honeywell further contends that remediation of the Study Area 6 properties is currently ongoing with the remedy expected to be completed in late 2015 or early 2016. Honeywell contends that sediments in the Hackensack River off-shore of the properties have largely been remediated, and Honeywell has installed a groundwater collection and treatment system which is currently treating groundwater at the Sites. Portions of Study Area 5 are slated for redevelopment as a new West Side Campus for the New Jersey City University. Study Areas 6 and 7 are known as Bayfront Redevelopment, and Jersey City has approved a redevelopment plan for the construction of a new "work where you live" mix of residential and commercial redevelopment that Honeywell expects will revitalize Jersey City's west side.

In addition to Mutual Chemical's chromium plant on Route 440, a second chromium manufacturing plant operated in Jersey City for much of the 20th Century. That other facility was located on Garfield Avenue and was allegedly operated by PPG Industries, Inc. ("PPG") and its corporate predecessors. PPG is also a defendant in this case. Plaintiffs have brought claims against PPG related to certain other manufacturing, disposal and residential properties where Plaintiffs claim PPG generated, improperly disposed of and failed to properly remediate COPR and/or alleged associated hexavalent chromium contamination.

Plaintiffs allege that the COPR contamination and alleged associated hexavalent chromium at or in the vicinity of the Mutual plant, the Mutual Sites and within the Settlement

Class boundaries has interfered with their use and enjoyment of their properties and/or has diminished their property values.²

In the current operative complaint (Fourth Amended Complaint, ECF No. 259), Plaintiffs allege causes of action for trespass, private nuisance, negligence, strict liability and civil conspiracy on behalf of three classes of property owners identified as Class A, Class B, and Class C. The Fourth Amended Complaint defines the classes as follows:

Class A:

All persons who, as of May 17 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded green on the attached map.

Class B:

All persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded red on the attached map.

Class C:

All persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded yellow on the attached map.

Fourth Amended Complaint ¶ 63.

Classes A and C generally cover properties within the vicinity of the Mutual Sites for which Honeywell has or previously had remediation responsibility: Class A comprises an area within the vicinity of the former Mutual facility and the Mutual Sites, and Class C generally comprises a newer residential development known as Society Hill, located to the West of Class A. Class B relates to properties within the vicinity of chromium sites near the former plant on

² Plaintiffs also originally sought medical monitoring related to Honeywell and PPG's alleged generation, disposal and failure to properly remediate COPR and alleged associated hexavalent chromium waste, but medical monitoring was abandoned in 2012 and not included in subsequent complaints, including the current operative Fourth Amended Complaint (ECF No. 259).

Garfield Avenue for which PPG has remediation responsibility. With limited exception, the proposed Settlement Agreement resolves claims by owners of residential property within Class A and Class C.

Plaintiff and Settlement Class A Representative Shem Onditi owns property at 388 Armstrong Avenue, which is within Class A. Mr. Onditi alleges that as a result of the chromium contamination, his use and enjoyment of his property has been interfered with and the value of his property has declined.

Plaintiff and Settlement Class C Representative Sergio de la Cruz owns property at 21 Swan Court, which is within Class C. Mr. de la Cruz alleges that as a result of the chromium contamination, his use and enjoyment of his property has been interfered with and the value of his property has declined.

The Parties have engaged in arms-length settlement negotiations in an effort to resolve this matter and believe that the settlement agreement reached is fair to all concerned while recognizing the uncertainty of litigation. Accordingly, the Parties respectfully request that the Court preliminarily approve the proposed settlement and authorize that notice of the settlement be provided to the class members, as set forth below.

THE PROPOSED SETTLEMENT

The proposed settlement was negotiated in good faith, by experienced counsel who vigorously advocated for their respective clients. Negotiations extended over several months and included an extended formal mediation process before an independent neutral. The proposed settlement would provide monetary relief to Plaintiffs and class members that is favorable in light of the uncertainties of litigation, including class certification, trial and appeals, and Honeywell's defenses. The detailed Class Action Settlement Agreement is attached as

Attachment A. A summary of the proposed settlement is set forth below, however, in the event of any conflict between the summary and the detailed Settlement Agreement, the Settlement Agreement controls.

Under the proposed settlement, Honeywell would establish a Settlement Fund in the amount of Ten Million Seventeen Thousand Dollars (\$10,017,000), which would represent the limit and extent of Honeywell's monetary obligations under the Settlement Agreement. As detailed below, this Settlement Fund will cover all costs, fees, and payments associated with the Settlement Agreement, including the following payments in order of priority: (i) approved attorneys' costs and expenses; (ii) approved fee award to Class Counsel; (iii) approved Claims Administration Expenses; (iv) incentive awards or other compensation to the Settlement Class Representatives; (v) payments to eligible Class A and Class C Class Members; (vi) any Unclaimed Funds donated towards a Community Project and (vi) any Remaining Funds as payments to eligible Class A and Class C Members.

Solely for purposes of settlement, the Parties agree to certification of the following Settlement Classes under Fed. R. Civ. P. 23(b)(3):

Settlement Class A:

Persons who, at any time during the Class Ownership Period, 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, at any time during the Class Ownership Period, owned or own residential 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.

The Class Ownership Period constitutes the period beginning on May 17, 2010 and ending on October 1, 2014. The Parties have also attached as Attachment B a map which outlines the geographic boundaries of Settlement Class A and Settlement Class C. In the event of any conflict, the descriptions set forth above take precedence over the map.

In exchange for Class Members releasing Honeywell from all claims including dismissal with prejudice of all claims relating to Settlement Classes A and C, dismissal without prejudice of the conspiracy claim against Honeywell and PPG as it relates to Class B in the Fourth Amended Complaint, and Class Members providing proof of ownership to the subject Settlement Class Property as defined in the Settlement Agreement, Class Members will each be entitled to a monetary payment. The monetary payment will be allocated as follows:

1. After initial distributions are made for the Claims Administration Expenses, to Class Counsel for attorney's fees and expenses, and to any Settlement Class A and C Class Representatives as incentive payments, the Settlement Fund shall be allocated to the Settlement Classes. This amount is referred to as "Settlement Class Funds."

2. Each Settlement Class Property will be assigned an equal share of the Settlement Class Funds. For example, if Settlement Class Funds consist of \$6.3 million, each of the estimated 3,400 Settlement Class Properties would be allocated a share worth approximately \$1,850. Settlement Class Funds allocated to Settlement Class Properties for which no valid claims have been made will constitute Unclaimed Funds and will be allocated as set forth below.
3. If record title ownership of a property in the Settlement Classes has changed during the Class Ownership Period, the current owners and any prior owners will each be entitled to a time-weighted pro rata amount of the single share of the Settlement Class Funds for that property. For example, if the Class Ownership Period is four and one half years (4.5 years) and owner X owned property for 27 months and Y owned the same property for 27 months, each would receive one-half of the single share. Record title ownership and the time period of ownership are subject to verification through the claims administration process.
4. If there are multiple owners of record title at the same time for a single Settlement Class Property, a single payment for the property will be issued to all record title owners as a group. Any subsequent allocation of that payment among those record title owners will be for the record title owners to determine and will not be determined in the claims administration process.

The amount allocated to each Class Member will depend upon the number of claimants, and thus it is impossible to discern the exact amount each Class Member will receive until the final approval hearing, at which time the deadline for the submission of claims will have passed. In any event, each Settlement Class Property will be allocated the same amount.

In the event that an eligible member of Settlement Class A or Settlement Class C is not the sole owner of a Settlement Class Property during the Class Ownership Period and opts out, fails to complete the Claim and Release Form, or provides a Claim and Release Form with incomplete or inaccurate ownership documentation and fails to correct or supply such information after given reasonable notice of and an opportunity to do so, the settlement payment that such eligible member would have been entitled to will be distributed on a time-weighted, pro rata basis to the other, Class Member(s) who owned the Settlement Class Property during the Class Ownership Period.

In the event that an eligible member of Settlement Class A or Settlement Class C is the sole owner of a Settlement Class Property during the Class Ownership Period and opts out, fails to complete the Claim and Release Form, or provides a Claim and Release Form with incomplete or inaccurate ownership documentation and fails to correct or supply such information after given reasonable notice of and an opportunity to do so, the settlement payment that such eligible member would have been entitled to will be considered Unclaimed Funds. Up to \$100,000 of any Unclaimed Funds may be used as a donation for community purposes associated with Settlement Class A and/or Settlement Class C.³ If, after funding the donation, any settlement funds remain, the Remaining Funds will be distributed equally amongst the Settlement Class Properties for which claims have been made. Thus, the entire Settlement Fund will be depleted.⁴

³ Prior to final approval of the settlement, the Parties shall jointly move the Court setting forth the details of any such donation for community purposes and seeking Court approval. The Parties agree that should the Court approve any such donation, that the Settlement Class Representatives, Class Counsel, and Honeywell are each entitled to be involved in the process and that each party is entitled to receive appropriate acknowledgment for their respective participation.

⁴ If the Parties do not pursue a donation for community purposes or if the donation for community purposes is not approved by the Court, the Unclaimed Funds will be considered Remaining Funds to be distributed to Settlement Class Properties on a pro rata basis.

Unless the Settlement Agreement is terminated pursuant to the termination provision in the Settlement Agreement (Section VII), no part of the Settlement Fund will revert to Honeywell.

ARGUMENT

I. THE COURT SHOULD ORDER PRELIMINARY APPROVAL OF THE SETTLEMENT

Granting preliminary approval requires the Court to consider whether “(1) the negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.” *In re General Motors Corp. Pick-Up Truck Fuel Tank Products Liability Litig.*, 55 F.3d 768, 785 (3d Cir. 1995). If, after consideration of those factors, a court concludes that the settlement should be preliminarily approved, “an initial presumption of fairness” is established. *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 638 (E.D. Pa. 2003).

The preliminary approval decision is a determination that “there are no obvious deficiencies and the settlement falls within the range of reason.” *Smith v. Professional Billing & Management Services, Inc.*, No. 06-4453, 2007 WL 4191749, at *1 (D.N.J. 2007); Manual for Complex Litigation, § 21.632 (4th ed. 2006). “Preliminary approval is not binding, and it is granted unless a proposed settlement is obviously deficient.” *Jones v. Commerce Bancorp, Inc.*, 05-5600 RBK, 2007 WL 2085357, at *2 (D.N.J. July 16, 2007). Once a settlement is preliminarily approved by the Court, notice of the proposed settlement and the fairness hearing is provided to class members. *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 438-39 (E.D. Pa. 2008).

Applying these considerations demonstrates that the proposed Settlement Agreement exceeds the preliminary threshold for reasonableness. *First*, the settlement was reached after arm’s length negotiations. These negotiations took place after Honeywell and Plaintiffs had

engaged in extensive discovery as set forth below. Moreover, the negotiations, which occurred over a period of months, included an extended and detailed mediation process before an independent neutral professional mediator.

Second, both Plaintiffs and Honeywell have undertaken extensive discovery in this litigation, which has enabled each side to properly evaluate the merits and limitations of their respective positions. Specifically, the Parties have engaged in nearly three years' of discovery into class certification and related merits issues. This discovery has included, among other things, the production of 1.3 million pages of documents by Honeywell regarding the history of contamination, status of remediation efforts, sampling and monitoring data, hundreds of photographs, real estate records, depositions and exhibits from prior chromium-related litigations, regulatory reports and correspondence with regulatory agencies, and other materials for all of the Mutual Sites at issue in the litigation. In addition, there has been significant third-party document and deposition discovery, including the depositions of the key authors of the studies referenced in the Complaint; depositions of each of the named Plaintiffs; depositions of regulators at the New Jersey Department of Environmental Protection; and the Rule 30(b)(6) deposition of Honeywell's corporate designee on issues related to the history and extent of chromium contamination, remedial investigations and remediation efforts, and correspondence with the public about remediation, among other topics. There also has been significant motions practice, including an initial motion to dismiss filed by Honeywell, and several discovery motions and informal discovery letter applications.

Moreover, since the inception of the case over four years ago, Plaintiffs' claims have been challenged, more fully developed, and narrowed. For example, Plaintiffs' original complaint filed in May 2010 brought claims for both medical monitoring and property damages

and covered over 100 chromium sites. Since then, Plaintiffs have amended their complaint several times, and as a result, Plaintiffs' case has been considerably narrowed. Plaintiffs have withdrawn their claims for medical monitoring, have eliminated nearly 2/3 of the chromium sites at issue, and have more precisely defined the geographic scope of the putative classes. Thus, the extensive discovery and motions practice conducted to date have provided the Parties with sufficient evidence to evaluate the merit and value of the Plaintiffs' case against Honeywell and have enabled the Parties to reach a reasonable settlement.

Third, counsel for Plaintiffs and Honeywell are experienced in toxic tort and complex class litigation. Honeywell has been represented by both the Gibbons Law Firm and Arnold & Porter, each of which have national class action and toxic tort legal practices. Plaintiffs have been represented by Janet, Jenner & Suggs, LLC, German Rubenstein LLP and The National Legal Scholars Law Firm, P.C., each of which have substantial class action, environmental and toxic tort litigation experience.

Fourth, the named Class Representatives have voluntarily agreed to enter the proposed Settlement Agreement.

The proposed Settlement Agreement provides a fair and favorable result for the Settlement Class Members. Plaintiffs' counsel recognize and acknowledge the expense and likely duration of continued proceedings necessary to prosecute the case through class certification, trial, and appeals, and are mindful of the inherent problems of proof and possible defenses of Honeywell. For its part, Honeywell contends that there are genuine issues regarding whether the property values in the Settlement Classes have been negatively affected by the historical presence of COPR at the Mutual Sites or any alleged "stigma" – as opposed to other economic factors, such as the 2008-2011 economic recession that depressed property values

across the country including throughout Jersey City. Nevertheless, Honeywell recognizes that the Settlement Class Representatives have alleged that the presence of COPR and alleged associated hexavalent chromium waste at, and originating from, the Mutual plant and the Mutual Sites has impacted their use and enjoyment of their properties, and further recognize and acknowledge the expense and likely duration of continued proceedings necessary to defend the case through class certification, trial, and appeals and the potential risks associated with continued litigation. Thus, the proposed Settlement Agreement would enable eligible Class Members to recover a monetary award to compensate class members for their claims related to the disposal, presence, or remediation of COPR at the Mutual Sites. Moreover, the settlement provides for up to \$100,000 of any unclaimed funds to be donated towards a Community Project, which will further benefit the community and Class Members.

The proposed settlement is also fair and reasonable to PPG, the remaining defendant in the case. Because the settlement is resolving Plaintiffs' claims with respect to Settlement Classes A and C (and because those claims are being dismissed with prejudice), Settlement Class A and Settlement Class C members' civil conspiracy claims against PPG will be resolved and dismissed.⁵ Moreover, because the named plaintiffs for Class B (the class related to PPG COPR sites) have agreed to dismiss without prejudice any conspiracy claim against Honeywell or PPG related to Class B, (a) PPG will no longer have to defend against a conspiracy claim in this case and (b) Honeywell will no longer be a defendant in the case. This allows the named putative Class B representatives to pursue their remaining claims related to Class B and the PPG sites

⁵ Plaintiffs acknowledge that the only claim asserted against PPG by the Settlement Class Representatives for Class Areas A and C on behalf of themselves and the putative members of Classes A and C is Civil Conspiracy. Plaintiffs further acknowledge that the only claim asserted against Honeywell by the Named Plaintiffs and Class Representatives for Class Area B on behalf of themselves and the putative members of Class B is Civil Conspiracy.

directly against PPG without further involvement of the Settlement Class A or C class members or Honeywell.

Thus, the proposed Settlement Agreement is not only reasonable, but provides a favorable result to Class Members and should be preliminarily approved.

II. THE PROPOSED CLASSES SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

Where the Court has not already certified a class, in addition to making a preliminary determination that the settlement is fair, the Court must also determine whether the proposed settlement class satisfies the requirements of Rule 23. *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *see also* Manual for Complex Litigation at § 21.632 (“The judge should make a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).”). Plaintiffs therefore assert that the requirements of Rule 23 have been met for the reasons set forth in this Section II, and Honeywell does not dispute that settlement classes can be certified on these grounds.⁶

A. The Proposed Settlement Classes Meet All the Requirements for Class Certification Pursuant to Rule 23(a) of the Federal Rules of Civil Procedure.

Rule 23(a) requires that the parties moving for class certification demonstrate the following: “(1) the class is so numerous that joinder of all members is impracticable [“numerosity”], (2) there are questions of law or fact common to the class [“commonality”], (3) the claims or defenses of the representative parties are typical of the claims or defenses of the

⁶ Honeywell reserves the right to oppose class certification of Classes A and C for trial if the proposed settlement set forth herein is not fully and finally approved. If the proposed Settlement Agreement is approved, the proposed settlement classes and the propriety of class certification for settlement purposes only shall have no binding or preclusive effect in any future actions. Moreover, Honeywell takes no position at this time (or in this filing) with respect to whether Class B as set forth in the Plaintiffs’ Fourth Amended Complaint should be certified, as Class B is not the subject of this settlement.

class [“typicality”], and (4) the representative parties will fairly and adequately protect the interests of the class [“adequacy”].” Fed. R. Civ. P. 23(a).

1. Numerosity

No specific number is needed to satisfy the numerosity requirement of Rule 23(a)(1); rather, an application of the rule is to be considered in light of the particular circumstances of the case. *Szczubelek v. Cendant Mortgage Corp.*, 215 F.R.D. 107, 116 (D.N.J. 2003).

Here, the Parties have identified over 3,400 properties in Settlement Class A and Settlement Class C, collectively. Given that the Settlement Classes can cover multiple owners of a single property (e.g., if the property was sold on or between May 17, 2010 and October 1, 2014), the number of actual Class Members is likely to be slightly higher. Settlement Classes A and C are sufficiently numerous to make joinder of all members impractical, and thus satisfy the numerosity requirement.

2. Commonality

The proposed Settlement Classes also meet the commonality requirement of Rule 23(a)(2), which requires that “there are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). As the U.S. Supreme Court recently explained, “[c]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and that the claims arising from that injury depend on a “common contention . . . of such a nature that it is capable of class-wide resolution.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011).

Plaintiffs’ claims focus on COPR and alleged associated hexavalent chromium contamination at and allegedly emanating from the Mutual plant and the Mutual Sites stemming from the historic operations at the Mutual plant. Plaintiffs contend that Honeywell engaged in an abnormally dangerous activity by disposing of COPR for which Honeywell is strictly liable, and

that Honeywell acted negligently by failing to meet applicable standards of care in disposing, transporting, and remediating COPR and alleged associated hexavalent chromium waste, and that Honeywell's activities have caused a nuisance to the putative class members. Thus, evidence regarding Mutual's historical operations, the remedial investigations that Honeywell has conducted, the nature and extent of historical contamination at the Mutual Sites and the Mutual plant, and the status of Honeywell's remediation efforts will be common to each class member, and the nature of Defendant's conduct "is capable of class-wide resolution." Thus, for settlement purposes, the commonality requirement is satisfied.

3. Typicality

Rule 23(a)(3) requires that the claims or defenses of the representative parties are "typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). The typicality inquiry is intended to assess whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees' interests will be fairly represented. *Baby Neal for & by Kanter v. Casey*, 43 F.3d 48, 57 (3d Cir. 1994). Courts in the Third Circuit have determined that typicality is satisfied in cases involving a single course of conduct resulting in same harm. *See, e.g., In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 311 (3d Cir. 1998) (typicality requirement satisfied because representatives and members were injured by same types of deceptive practices and suffered same generic type of economic harm); *Grasty v. Amalgamated Clothing & Textile Workers Union*, 828 F.2d 123, 130 (3d Cir. 1987) (noting that "factual differences will not render a claim atypical if the claim arises from the same event or practice or course of conduct that gives rise to the claims of the class members, and if it is based

on the same legal theory”).

Here, Settlement Class Representatives Onditi and de la Cruz allege that the use and enjoyment of their property has been impacted by the presence of COPR contamination and alleged associated hexavalent chromium contamination at and allegedly emanating from the Mutual plant and the Mutual Sites and that their property values have diminished as a result. Because the COPR contamination about which the Class Representatives complain is alleged to have emanated from a single source -- the old Mutual plant-- and is or was present at the Mutual Sites for which Honeywell has or had remediation responsibility, and is alleged to stem from the same course of alleged conduct by Honeywell, the facts and legal theories upon which the Settlement Class Representatives ground their claims are typical of the Classes they intend to represent. Thus, for settlement purposes, the requirement of typicality is satisfied.

4. Adequacy

The fourth and final requirement of Rule 23(a) is that “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Adequacy of representation requires that the class representative must not have interests antagonistic to those of the class, and that class counsel must be qualified, experienced, and generally able to conduct the proposed litigation. *Szczubelek*, 215 F.R.D. at 119.

Here, both de la Cruz and Onditi allege that their properties have been negatively impacted by the COPR and alleged associated hexavalent chromium contamination from the Mutual plant and the Mutual Sites and seek damages measured in the same way as each Class they seek to represent. Moreover, the claims of both de la Cruz and Onditi will be subject to the same allocation of settlement funds as the claims of other Class Members. Thus, there is no conflict between the class representatives and the putative class members. With respect to class

counsel, de la Cruz and Onditi have retained counsel who are qualified and experienced in the prosecution of complex environmental, toxic tort and class action litigation.

In sum, for settlement purposes, each Rule 23(a) prerequisite to class certification has been met.

B. The Proposed Settlement Class Meets the Requirements of Rule 23(b)(3).

The Plaintiffs also seek to certify both Settlement Class A and Settlement Class C under Rule 23(b)(3). In order to certify an opt-out class under Rule 23(b)(3) as part of the settlement, the Court must make two additional findings: predominance and superiority. That is, “[i]ssues common to the class must predominate over individual issues, and the class action device must be superior to other means of handling the litigation.” *In re Prudential*, 148 F.3d at 313-14.

Predominance “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623. The “nature of the evidence that will suffice to resolve a question determines whether the question is common or individual.” *Blades v. Monsanto Co.*, 400 F.3d 562, 566 (8th Cir. 2005). Thus, where proof of the essential elements of the cause of action do not require individual treatment, predominance is satisfied. *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305, 311 (3d Cir. 2008).

Here, Plaintiffs assert that common questions concerning Honeywell’s alleged liability predominate over individual issues for settlement purposes. Plaintiffs’ claims against Honeywell all derive from the alleged generation, disposal and historical failure to properly remediate COPR and alleged associated hexavalent chromium contamination from the Mutual plant at the Mutual Sites and stem from Honeywell’s alleged conduct in disposing, transporting, and allegedly failing to remediate the COPR and alleged associated hexavalent chromium contamination. This Court has held that even if damages must be calculated on an individual

basis, where, like here, issues of liability predominate, class certification is appropriate. See *Kalow & Springut, LLP v. Commence Corp.*, 272 F.R.D. 397, 404 (D.N.J. 2011). Moreover, the Settlement Agreement provides for the class payments to be determined by a common method for the Settlement Classes. For settlement purposes, Plaintiffs assert that common issues sufficiently predominate over individual issues as required under Rule 23(b)(3), and Honeywell does not dispute that classes can be certified for settlement on these grounds.

Superiority is satisfied for settlement purposes as well. Under Rule 23(b)(3), the Court must also determine that “a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Fed. R. Civ. P. 23(b)(3). The Rule sets forth several factors relevant to the superiority inquiry: “(A) the class members’ interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.” Fed. R. Civ. P. 23(b)(3). In effect, “[t]he superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of ‘alternative available methods’ of adjudication.” *In re Prudential*, 148 F.3d at 316 (citation omitted).

A consideration of these factors suggest that a class action settlement is the superior method of resolving Plaintiffs’ claims. First, in light of the potentially small amount of recovery to each putative class member compared with the costs of litigation, individuals are likely to be less inclined to file individual actions on their own or to be able to settle and recover on individual actions on their own. Concentrating the litigation in this forum is appropriate because

the claims all arise in New Jersey. Finally, trial manageability issues are not relevant here because the proposed classes are settlement classes.

III. THE COURT SHOULD APPROVE THE PROPOSED FORM AND METHOD OF CLASS NOTICE

A. The Proposed Notice Provides for the Best Notice Practicable.

In a Rule 23(b)(3) settlement class action such as this one, the Court must direct that class members be given “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Notice should be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

The Parties have agreed to a Notice plan that will provide the best notice that is practicable under the circumstances. First, Notice will be mailed by First Class Mail directly to each property owner at his or her mailing address as reflected in county property records. Where county property records indicate that the property owner does not live at the subject property, Notice will be mailed both to the property owner’s current mailing address on file as well as to the address of the subject Property. The Parties believe that mailing notice to the Property as well as any mailing address on file will increase the likelihood that potential Class Members are apprised of the settlement (for example, a tenant may know how to contact the property owner and can pass the Notice along to him or her).

In addition to mailing individual notices, Notices will also be published in the *Jersey Journal*, which is a newspaper of general circulation in Jersey City, New Jersey. The Publication Notice will run once a week for four consecutive weeks commencing on the Notice Date announcing the settlement.

The individual mailed Notices (Exhibits D-1 and D-2 to the Settlement Agreement) briefly describe the litigation and the terms of settlement, provide a map and street boundaries for the Settlement Classes, and include copies of the Claim and Release Form. The Publication Notice will provide similar information and will direct a potential Class Member to a website to obtain copies of the Claim and Release Form. (See Exhibit E to the Settlement Agreement).

Finally, Notice will be provided on a website and made available in both English and Spanish.

To assist with the notice and claims procedure, the Parties recommend The Garden City Group, Inc. (“GCG”), an experienced class settlement administrator, to be appointed Claims Administrator. A copy of GCG’s qualifications is attached as Attachment C. GCG will assist with settlement class Notice by mailing individual Notices, re-mailing returned notices to forwarding addresses, assisting with Publication Notice and maintaining a website on which the Notice and Claim and Release Forms will be available and well as a toll-free number to respond to questions from potential class members. GCG will also be responsible for processing and verifying claims, calculating payment amounts, and mailing checks.

B. The Proposed Form of Class Notice Adequately Informs Class Members of Their Rights in This Lawsuit.

Rule 23(b)(3) also requires that the notice provided to Class Members must “clearly and concisely state in plain, easily understood language” the nature of the action; the class definition; the class claims, issues, or defenses; that the class member may appear through counsel; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on Class Members. See Fed. R. Civ. P. 23(c)(2). The proposed class Notices, attached as Exhibits D, E, and G of the Settlement Agreement, comply with these requirements.

Both the method for disseminating the Notice to class members and the content of the proposed Notices meet the requirements of due process and the Federal Rules of Civil Procedure. Here, because the Settlement Classes are defined by geographic boundaries, notice sent to the eligible properties as well as to the addresses listed for eligible class members in the county property records if such addresses differ from the property address is likely to reach the overwhelming majority of the class members. Publication Notice will supplement that mailed notice and increase the likelihood of class members being informed of their rights and obligations.

The content of the Notice provides all of the required information concerning class members' rights and obligations under the proposed Settlement. It details the procedures for opting out, submitting claims and filing objections, and notifies class members of the consequences of their choices. The Notice also explains the nature of the claims covered under the Settlement Agreement and the possible relief available. Under these circumstances, the proposed Notices are consistent with the requirements of due process and the Federal Rules.

IV. PROPOSED SCHEDULE OF EVENTS

If the Court grants preliminary approval, the Parties propose the following schedule, which is incorporated into the proposed Order Granting Preliminary Settlement Approval attached hereto as Attachment D.

Event	Schedule
Establishment of Settlement Fund	Preliminary Approval date + 30 days.
Deadline for mailing, publishing, and posting Class Notice.	Preliminary Approval date + 30 days.
Deadline for filing attorneys' fee petition.	Preliminary Approval date +30 days.
Deadline for opting out, objecting or submitting claim.	Class Notice date +60 days.

Fairness hearing to be held at any time 90 days after the Notice Date.	
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CONCLUSION

For the reasons stated above, the Parties jointly request that the Court preliminarily approve the Parties' proposed class action settlement, certify a Rule 23(b)(3) class for settlement purposes only, approve the proposed class notice and order notice of the Settlement to eligible Class Members, and grant such other relief and orders as the Court deems necessary and appropriate.

Respectfully submitted this 7th day of November, 2014,

SIGNATURES ON FOLLOWING PAGE

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ATTACHMENT A

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

**MATTIE HALLEY, SHEM ONDITI,
LETICIA MALAVÉ, and SERGIO de la
CRUZ,**

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

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Plaintiff Shem Onditi (“Plaintiff” or “Class Representative of Class A”), Plaintiff Sergio de la Cruz (“Plaintiff” or “Class Representative of Class C”) (together the “Settlement Class Representatives”), both individually and on behalf of the Settlement Classes defined herein, Plaintiff Mattie Halley, and Plaintiff Leticia Malave (collectively, the “Named Plaintiffs”) and Honeywell International Inc. (“Honeywell”). The Named Plaintiffs and Honeywell collectively are referred to herein as “the Parties.” Subject to approval by the Court, the Parties hereby agree to the following terms in full settlement of the above captioned action (the “Action”).

I. CASE HISTORY AND PREAMBLE

1. On May 17, 2010, three plaintiffs, two of whom are no longer part of this Action, filed this lawsuit on behalf of themselves and other similarly situated persons alleging that their properties had been impacted by chromium ore processing residue (“COPR”) and related

chemical contaminants and that plaintiffs were and continued to be exposed to these contaminants. Plaintiffs alleged that the COPR contamination migrated from two former manufacturing facilities in Jersey City, New Jersey: (1) a manufacturing facility located on Route 440 that was operated by the Mutual Chemical Company from 1895 to 1954 and (2) a manufacturing facility located on 880 Garfield Avenue that was formerly owned and operated by the Natural Products Refining Company and Pittsburgh Plate and Glass Company from 1924 to 1963. Plaintiffs alleged that Honeywell is the corporate successor to the Mutual Chemical Company and that PPG Industries, Inc. (“PPG”) is the corporate successor to the Pittsburgh Plate and Glass Company and the Natural Products Refining Company.

2. Plaintiffs alleged that COPR and related chemical contaminants were disposed of and transported to various “COPR sites” throughout Jersey City. Plaintiffs’ original complaint alleged that plaintiffs, the class members they sought to represent, and/or their properties had been damaged by COPR and alleged related contamination emanating from 136 COPR sites in Jersey City. The original complaint encompassing these 136 COPR sites sought certification of two classes. The first class was a medical monitoring class seeking relief on behalf of all persons who, on or before May 17, 2010, for six consecutive months or greater, ever resided, worked, and or attended school on any parcel of land any part of which is located within 500 feet of any COPR site located in Jersey City, New Jersey. The second class was a property damages class seeking relief on behalf of all persons who, on or before May 17, 2010, owned any parcel of land any part of which is located within one quarter mile of any COPR site located in Jersey City, New Jersey. On behalf of the medical monitoring class, Plaintiffs alleged they faced a significantly increased risk of contracting serious latent disease, including various forms of cancer. On behalf of the property damages class, Plaintiffs alleged that hexavalent chromium

and other hazardous substances had entered Plaintiffs' property, and had contaminated their property, air, land, dwelling and surrounding environment, thereby causing Plaintiffs and the property damages class to suffer damage to property and loss of use and enjoyment of property.

3. In June 2012, Plaintiffs filed an amended complaint which dropped their request for medical monitoring. At that time, Plaintiffs' counsel sent a letter to named plaintiffs and some putative class members advising them that medical monitoring was no longer being pursued and advising them that the statute of limitations for medical monitoring might no longer be tolled. A copy of the letter, which is attached hereto as **Exhibit A**, was also posted on Plaintiffs' counsel's website regarding this litigation.

4. After a series of amendments to the Complaint, including substitutions of named Plaintiffs, Plaintiffs filed a Fourth Amended Complaint on January 28, 2014. The Fourth Amended Complaint alleges property damages stemming from the alleged presence of COPR, hexavalent chromium, or other COPR related contaminants (a) at several properties known as New Jersey Department of Environmental Protection Chromium Site Study Area 5, Study Area 6 North, Study Area 6 South, Study Area 7 and Site 119 and (b) at or near the Class properties, and asserts causes of action for trespass, private nuisance, negligence, strict liability, and civil conspiracy against Honeywell and civil conspiracy against PPG. The Fourth Amended Complaint also contains claims against PPG related to other chromium sites.

5. In the Fourth Amended Complaint, Plaintiffs assert claims on behalf of three Classes, identified as Class A, Class B, and Class C:

a. Class A as defined in the Fourth Amended Complaint consists of:

All persons who, as of May 17 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded green on the attached map.

b. Class B as defined in the Fourth Amended Complaint consists of:

All persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded red on the attached map.

c. Class C as defined in the Fourth Amended Complaint consists of:

All persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded yellow on the attached map.

6. The Parties have engaged in protracted, arms length, and good faith settlement negotiations. The Parties now desire to implement their negotiated resolution and to enter into a Settlement Agreement that is final and binding without the expense and uncertainty of further litigation. If approved by the Court, after notice and a fairness hearing, this Settlement Agreement will result in a Final Judgment incorporating the terms of the Settlement Agreement resolving all the pending claims between the Parties.

7. The Court has not made any finding that Honeywell is liable for the conduct alleged in the Complaint, and Honeywell expressly denies any wrongdoing whatsoever. Honeywell expressly denies that COPR from the operations of the Mutual Chemical Company in Jersey City is present in, on, or at the properties within the Settlement Classes as defined herein. Neither this Settlement Agreement nor the Final Judgment shall constitute or be used in this or any other case or action as evidence of negligence, trespass, nuisance, conspiracy, strict liability, or violation of any federal, state or local law, regulation, or order, or of any other form of actionable misconduct or omission by Honeywell. If for any reason the Settlement Agreement is not effectuated, no evidence of this Settlement Agreement or the contemplated Final Judgment shall be admissible for any purpose in this or any other action. Moreover, the Settlement Agreement shall not constitute an admission by Honeywell as to any issue of fact or law related

to the litigation, including, but not limited to, the suitability for class action treatment of these and/or any other claims under Federal Rule of Civil Procedure 23, if the Court does not grant final approval to this Settlement Agreement and the settlement contemplated herein. Honeywell consents to the Court's approval of the Settlement Classes as proposed herein solely for settlement purposes on the terms established herein.

II. DEFINITIONS

When used in this Settlement Agreement, the following terms shall have the following meanings:

1. "Action" means the case currently styled *Halley v. Honeywell International Inc., et al.*, Civil No. 2:10-cv-3345 pending in the United States District Court for the District of New Jersey.
2. "Claims Administrator" means The Garden City Group, Inc. or such other claims administrator approved by the Court to administer the Settlement Agreement, including but not limited to, providing Notice to potential members of the Settlement Classes, processing Claim and Release Forms and verifying property ownership information, distributing payments to eligible members of the Settlement Classes and incentive awards or compensation to the Settlement Class Representatives, serving as "administrator" of the Settlement Fund within the meaning of Treasury Regulation section 1.468B-2(k)(3), and other aspects of administering the Settlement Agreement.
3. "Claims Administration Expenses" means the expenses incurred by the Claims Administrator in the administration of the Settlement Agreement, including but not limited to, expenses incurred in providing Notice to potential members of the Settlement Classes, processing Claim and Release Forms and verifying property ownership information, distributing payments to eligible members of the Settlement Classes and incentive awards or compensation to the Settlement Class Representatives, fees charged by the Escrow Agent and any other costs reasonably incurred in administration of the Settlement Agreement. All such Claims Administration Expenses shall be paid from the Settlement Fund.
4. "Class B" means persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded red on the attached map and identified therein as "Class B."
5. "Class Counsel" means individually and collectively JANET JENNER & SUGGS LLC, Howard A. Janet, Robert K. Jenner, and Kenneth M. Suggs, 1777 Reisterstown Road, Suite 165, Baltimore, Maryland 21208, telephone: (410) 653-3200; GERMAN

RUBENSTEIN LLP, Steven J. German and Joel Rubenstein, 19 West 44th Street, Suite 1500, New York, New York 10036, telephone: (212) 307-2020 and National Legal Scholars Law Firm, P.C. and Anthony Z. Roisman, 394 Skyline Drive, Weathersfield, Vermont, 05156, telephone (802) 885-4162.

6. "Class Member," for purposes of settlement only, means a Person who falls within the definition of either Settlement Class A or Settlement Class C and who does not timely exclude himself, herself or itself from the Settlement Classes.
7. "Class Ownership Period" means May 17, 2010 up to and including October 1, 2014.
8. "Complaint" means the original Class Action Complaint filed in the Action on May 17, 2010, the Amended Class Action Complaint filed on June 20, 2012, and the Fourth Amended Class Action Complaint filed on January 28, 2014.
9. "Conspiracy Claim" means the claim for civil conspiracy asserted against Honeywell and PPG in the Complaint.
10. "Court" means the United States District Court for the District of New Jersey.
11. "Defendant" or "Honeywell" means and shall include for all purposes of the Settlement Agreement Defendant Honeywell International Inc. and its predecessors, successors, affiliates, assigns, and any related or affiliated companies or other entities, and the employees and agents of each of them. The terms "Defendant" or "Honeywell" do not include PPG.
12. "Effective Date" means the first date by which all of the following have occurred: (1) the Court has entered a Final Judgment incorporating the terms of this Settlement Agreement, in the form of a final and appealable judgment; (2) the time for appeal of the Final Judgment, including the period during which the time for appeal may be extended, has either run without an appeal having been filed or any appeal (including any requests for rehearing *en banc* or petitions for *certiorari* or other appellate review) has been finally resolved, and the time for filing any further appeal or request for review has expired.
13. "Escrow Agreement" means the agreement, attached hereto as **Exhibit B**, to be executed by the Parties and the Claims Administrator to establish the Settlement Fund, as an escrow account, to facilitate the performance of the deposit, payment and related obligations set forth in this Settlement Agreement.
14. "Final Approval" means the date the Final Judgment is entered by the Court.
15. "Mutual Facility" means the former Mutual Chemical Company chromium manufacturing facility located on Route 440 in Jersey City, New Jersey.
16. "Non-Conspiracy Claims" means all those claims asserted by Plaintiffs in the Complaint at any time, excluding the Conspiracy Claim. "Non-Conspiracy Claims" include Plaintiffs' current claims for trespass, private nuisance, negligence, and strict

liability that the Settlement Class Representatives have asserted against Honeywell and PPG in the Complaint.

17. “Final Judgment” means the judgment to be entered in this case. The Parties will present the form of Judgment attached as **Exhibit C** to the Court for Final Approval.
18. “Named Plaintiffs” means Sergio de la Cruz, Shem Onditi, Mattie Halley, and Leticia Malave and any class representatives added or substituted by Plaintiffs prior to Final Approval.
19. “Notice” means the forms of notice to the Class titled “Notice of Proposed Class Action Settlement and Your Rights,” in the form attached hereto as **Exhibits D-1** and **D-2** or such other form as the Court may order, to be sent via first class mail. Notice will also be provided by publication in the Jersey Journal, which is a newspaper of general circulation in Jersey City, New Jersey, once a week for four consecutive weeks commencing on the Notice Date. That “Publication Notice” will be in the form of **Exhibit E**, or other such form as the Court may order.
20. “Notice Date” means the date on which the Claims Administrator first mails the Notice to eligible members of the Settlement Classes.
21. “Opt-Out and Objection Deadline” means the date 60 days after the Notice Date, by which opt-out notices and/or objections must be post-marked.
22. “Party” or “Parties” means Honeywell and the Settlement Class Representatives. “Party” or “Parties” does not include PPG.
23. “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. The definition of “Person” is not intended to include any governmental agencies or governmental actors.
24. “PPG” shall mean PPG Industries, Inc. and its predecessors, successors, affiliates, assigns, and any related or affiliated companies or other entities.
25. “Preliminary Approval Date” or “Preliminary Approval” means the date upon which preliminary approval of this Settlement Agreement is granted by the Court. The Parties will submit a proposed Order Granting Preliminary Approval of Proposed Settlement in the form attached hereto as **Exhibit F** along with their Joint Motion for Preliminary Approval.
26. “Release” means the release as specifically set forth in Paragraph IV.10 of this Settlement Agreement.
27. “Released Claims” means 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 this 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 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 this agreement.

28. "Remaining Funds" means the amount of the Settlement Fund remaining after the following payments and disbursements have been made in order of priority: (i) approved attorneys' costs and expenses; (ii) approved fee award; (iii) approved Claims Administration Expenses; (iv) approved incentive awards or other compensation to the Settlement Class Representatives; (v) payments to eligible Class A and Class C Members; and (vi) the use of any Unclaimed Funds towards the Community Project.
29. "Settlement Class A" means Persons who, at any time during the Class Ownership Period, 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.
30. "Settlement Class C" means Persons who, at any time during the Class Ownership Period, owned or own residential 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.

31. “Settlement Classes” refers collectively to Settlement Class A and Settlement Class C.
32. “Settlement Class Property” means any Class 2 Residential real property that falls within the definition of either Settlement Class A or Settlement Class C.
33. “Settlement Class Representatives” means Shem Onditi and Sergio de la Cruz.
34. “Settlement Fund” means a claims-based fund that is established by the Defendant in the amount of Ten Million Seventeen Thousand Dollars (\$10,017,000.00). From this Settlement Fund, the following payments will be made, in order of priority (i) approved attorneys’ costs and expenses; (ii) approved fee award; (iii) approved Claims Administration Expenses; (iv) incentive awards or other compensation to the Settlement Class Representatives; (v) payments to eligible Class A and Class C Members; (vi) any Unclaimed Funds donated towards the Community Project and (vii) any Remaining Funds as payments to eligible Class A and Class C Members. The Settlement Fund represents the limit and extent of Defendant’s monetary obligations under this Settlement Agreement for the payments to Class A and Class C Class Members, Claims Administration Expenses, the fee award, the Community Project, and incentive awards or other compensation to the Settlement Class Representatives. The Settlement Fund shall be structured and operated in a manner so that it qualifies as a “qualified settlement fund” under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation §1.468B-1.
35. “Unclaimed Funds” means any funds that are available for recovery by eligible members of Settlement Class A and Settlement Class C but that are not claimed, whether due to a failure to complete and return the Claim and Release Form or due to incomplete documentation evidencing record title ownership to Settlement Class Property during the Class Ownership Period. Up to \$100,000 of any Unclaimed Funds may be used to fund a Community Project as defined herein.

III. CLASS CERTIFICATION

1. Solely for purposes of settlement, the Parties agree to certification of the following Classes under Fed. R. Civ. P. 23(b)(3):

Settlement Class A:

Persons who, on or after May 17, 2010 and up to and including October 1, 2014, own or owned any 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, and up to and including October 1, 2014, own or owned any 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.

Excluded from Settlement Class A and Settlement Class C is Honeywell and its officers, directors, management, employees, subsidiaries, or affiliates and PPG and its officers, directors, management, employees, subsidiaries, or affiliates. Also excluded from Settlement Class A and Settlement Class C are the judicial officers to whom this case is assigned, their staff, and the members of their immediate families.

2. To facilitate the provision of notice, the Parties agree to provide the Claims Administrator with the information that each has compiled with respect to mailing addresses of Settlement Class A members and Settlement Class C members.

IV. SETTLEMENT PROCESS

1. **Preliminary Approval.** The Parties shall jointly move the Court to grant preliminary approval of this Settlement Agreement, to preliminarily certify Settlement Class A and Settlement Class C, to enter the Order Granting Preliminary Approval of Settlement, and to approve the Notice and Publication Notice attached hereto as **Exhibits D-E**, and to approve the Escrow Agreement, within fourteen (14) days of execution of this Agreement.

2. **Honeywell Payment of the Settlement Fund.** Within thirty (30) days of the Court granting such preliminary approval, the Parties and the Claims Administrator shall execute the Escrow Agreement, and Honeywell shall establish and fund the Settlement Fund as an escrow account, at a federally chartered bank in the amount of \$10 Million Seventeen Thousand Dollars (\$10,017,000.00). Such Settlement Fund shall be structured and operated in a manner so that it qualifies as a “qualified settlement fund” under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation §1.468B-1. The Claims Administrator shall have the right to draw on the Settlement Fund to make payments related to this Settlement Agreement in accordance with the schedule and payment formula set forth in Paragraph 5 below after the Court has approved such payments. If this Settlement Agreement terminates pursuant to Section VII below, the Settlement Fund shall be returned to Honeywell within sixty (60) days of termination of the Settlement Agreement, minus any funds approved by the Court for expenses incurred by the Claims Administrator for Claims Administration Expenses prior to termination.

3. **Notice.** Within thirty (30) days of the Court granting Preliminary Approval to the proposed settlement, the Notices in the form of **Exhibits D-1 and D-2**, or as modified by the Court, will be sent by first class mail to the current owners of record, and any eligible prior owners of record, of Settlement Class Property during the Class Ownership Period, whose names

and current mailing addresses can be identified by the Claims Administrator with reasonable effort. If it appears, based on best available public data, that the Settlement Class Property is not currently owner-occupied, the Claims Administrator will make reasonable attempts to mail the Notice both to the current mailing address of the property owner as well as to the address of the subject property. Notices that are returned by the United States Postal Service with a forwarding address will be re-mailed to the new address.

- a. The individual mailed Notice will provide general information as to the settlement terms and instructions on how to opt out of the proposed settlement. A URL address will be provided in the Notice to an online complete copy of this Settlement Agreement which will be maintained by the Claims Administrator through the Effective Date.
- b. Publication Notice will also be provided in the Jersey Journal, which is a newspaper of general circulation in Jersey City, New Jersey, once a week for four consecutive weeks commencing on the Notice Date. Publication Notice will be in the form of **Exhibit E**, or other such form as the Court may order. The Notice will direct those persons who believe they may be in Settlement Class A or Settlement Class C to contact the Claims Administrator to request that a Claim and Release Form be sent to them.
- c. Commencing on the Notice Date, Notice shall be also provided on a website, which shall be administered by the Claims Administrator and shall include the ability to file Claim and Release Forms online. The website shall be maintained only until final distribution of Settlement Funds, at which point it shall be taken down by the Claims Administrator. The Notice on the Website shall be substantially in the form of **Exhibit G** attached hereto.
- d. The Parties may further agree upon additional methods of delivering notice and distributing information within the community to explain the Settlement Agreement and encourage participation by eligible members of the Settlement Classes, including one or more public information sessions to be held at locations within the geographic boundaries of the Settlement Classes. Honeywell reserves the right to attend and participate in any such public information sessions.
- e. The procedures and deadlines for opt-out and exclusion requests and objections will be set forth in the Publication and individual mailed Notices. The period for opt-out or exclusion requests will be sixty (60) days from the Notice Date. Opt-out or exclusion requests must be mailed to the Claims Administrator and will be considered timely if postmarked on or before the expiration of the 60-day period.

- f. The procedures and deadlines for filing a claim for settlement payments, including a Claim and Release Form in the form of **Exhibits H-1 and H-2**, will be included with the Publication and individual mailed Notices. To receive settlement benefits, the Class Member must return the properly completed Claim and Release Form with ownership documentation to the Claims Administrator within the same 60-day period provided for opt-out and exclusion requests.
- g. If the Class Member does not opt out by the opt-out deadline, the Class Member will be bound by the terms of the Settlement Agreement, whether or not the Class Member completes and returns the Claim and Release Form.
- h. The Claims Administrator will review the completed Claim and Release Form and supporting documentation to determine whether the proper information has been provided to establish an ownership interest in the Settlement Class Property during the Class Ownership Period. If additional information is needed from the Class Member, the Claims Administrator will make reasonable attempts to contact the Class Member to obtain the information.
- i. The Claims Administrator will disburse settlement proceeds to those Class Members meeting all of the settlement payment requirements within the time period provided for in Paragraph 5 below.

4. **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Settlement Agreement is filed with the Court, Defendant shall serve upon the Attorneys General of each U.S. State in which a class member resides, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law. Expense of such CAFA Notice shall be borne by Honeywell and shall not be deducted from the Settlement Fund.

5. **Settlement Payments.** Payments made from the Settlement Fund shall be made within fifteen (15) days after the Effective Date and shall be made in accordance with the following formula:

- a. **Initial Distributions.** The approved Claims Administration Expenses, attorneys' costs and expenses, fee award, and any incentive payments to the Settlement Class Representatives shall first be deducted from the Settlement Fund after any such awards have been approved by the Court. The Claims Administrator may make periodic applications to the Court for approval of Claims Administration Expenses.

b. Initial Allocation of Payments to Class Members. After such initial distributions pursuant to sub-paragraph (a) are made, the Settlement Fund shall be allocated to the Settlement Classes. This amount allocated to the Classes shall hereinafter be referred to as “Settlement Class Funds.”

1. Each Settlement Class Property shall be assigned an equal share of the Settlement Class Funds. For example, if Settlement Class Funds consist of \$6.3 million, each of the estimated 3,400 Settlement Class Properties would be allocated a share worth approximately \$1,850. Settlement Class Funds allocated to Settlement Class Properties for which no valid claims have been made shall constitute Unclaimed Funds and shall be allocated as set forth in sub-paragraph (c) below.

2. To the extent record title ownership of a property in the Settlement Classes has changed during the Class Ownership Period, the Parties agree that the current owners of Settlement Class Property and any prior owners who held title to the property during the Class Ownership Period are each entitled to a time-weighted pro rata amount of the single share of the Settlement Class Funds for that property. For example, if the Class Ownership Period is four and one half years (4.5 years) and owner X owned Settlement Class Property for 27 months and Y owned the same Settlement Class Property for 27 months, each would receive one-half of the single share. Record title ownership and the time period of ownership are subject to verification through the claims administration process.

3. To the extent there are multiple owners of record title at the same time for a single Settlement Class Property, a single payment for the property will be issued to all record title owners as a group. Any subsequent allocation of that payment among those record title owners will be for the record title owners to determine and will not be determined in the claims administration process.

4. All payments issued to Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance. To the extent that a check issued to a Class Member is not cashed within ninety (90) days after the date of issuance, the check will be void, and such funds shall revert to the Settlement Fund, to be distributed as Unclaimed Funds in accordance with sub-paragraph (c) below.

c. Distribution of Unclaimed Funds and Remaining Funds.

1. **Unclaimed Funds and Community Project.** To the extent that no claim is made for a Settlement Class Property within the 60-day time period, up to \$100,000 of any unclaimed proceeds (the “Unclaimed Funds”) may be used as a donation for community purposes (the “Community Project”). The Parties shall jointly move the Court, prior to Final Approval of the Settlement, setting forth the details of any such Community Project and seeking Court approval. The Parties agree that

should the Court approve any such Community Project, that the Settlement Class Representatives, Class Counsel, and Honeywell are each entitled to be involved in the process and that each party is entitled to receive appropriate acknowledgment for their respective participation. If the Parties do not pursue a Community Project or if the Community Project is not approved by the Court, the “Unclaimed Funds” will be considered “Remaining Funds” to be distributed to eligible Class A and Class C Members consistent with sub-paragraph (c)(2) below.

2. **Remaining Funds.** If, after donating any Unclaimed Funds in an amount not to exceed \$100,000 to the Community Project, any Unclaimed Funds remain, those remaining funds (the “Remaining Funds”) shall be distributed to the eligible Class A and Class C Members pursuant to the allocation formula specified in Section (b) above. Unless the Settlement Agreement is terminated pursuant to Section VII, no Settlement Funds shall revert to Honeywell.

6. **Commitments by Members of the Settlement Classes.** Prior to receiving any payments under the Settlement Agreement, each Class Member must execute and deliver to the Claims Administrator a Claim and Release Form in the form attached as **Exhibits H-1 and H-2** (“Claim and Release Form”), along with documentation evidencing proof of record title ownership during the Class Ownership Period. The following documentation is deemed presumptively sufficient to evidence proof of record title ownership subject to the Claims Administrator’s authority under Section V:

- a. Deed
- b. Notice of Property Tax Assessment
- c. Property Tax Bill
- d. Printout from the website of the New Jersey Association County Boards (<http://www.njactb.org/>) identifying the results of a search of the Current Owners/Assessment List database.
- e. Copy of HUD-1 Settlement Statement
- f. Affidavit of ownership

7. If the Claims Administrator determines that additional information is needed from the Class Member to verify record title ownership during the Class Ownership Period, the Claims Administrator will attempt to contact the Class Member to obtain the information.
8. If an eligible member of Settlement Class A or Settlement Class C is the sole owner of a Settlement Class Property during the Class Ownership Period, and if s/he opts out, fails to complete the Claim and Release Form, or provides a Claim and Release Form with incomplete or inaccurate ownership documentation and fails to correct or supply such information after given reasonable notice of and an opportunity to do so, the settlement payment that such eligible member would have been entitled to will be considered “Unclaimed Funds” to be distributed in accordance with Paragraph IV(5)(c) above.
9. If an eligible member of Settlement Class A or Settlement Class C is not the sole owner of a Settlement Class Property during the Class Ownership Period, and if s/he opts out, fails to complete the Claim and Release Form, or provides a Claim and Release Form with incomplete or inaccurate ownership documentation and fails to correct or supply such information after given reasonable notice of and an opportunity to do so, the settlement payment that such eligible member would have been entitled to will be distributed on a time-weighted, pro rata basis to the other, eligible Class Member(s) who owned the same Settlement Class Property during the Class Ownership Period.
10. **Releases.** The Named Plaintiffs and Settlement Class Representatives agree to, and shall, on or before the Effective Date, file with the Court such papers necessary to effectuate the following:
 - a. The Settlement Class Representatives on behalf of themselves and the Class Members of Settlement Class A and Settlement Class C agree to dismissal

with prejudice of all Non-Conspiracy and Conspiracy Claims alleged against Honeywell and PPG.

- b. The Named Plaintiffs who are not Settlement Class Representatives and who are not members of Settlement Class A or Settlement Class C agree to dismissal without prejudice of the Conspiracy Claim against Honeywell and PPG with respect to themselves. Named Plaintiffs and Class Counsel further expressly acknowledge that a claim for civil conspiracy by any Class B putative class member is not anticipated to recover any damages or relief in addition to that otherwise available under plaintiffs' or putative class members' non-conspiracy claims.
- c. The Named Plaintiffs expressly state that they do not assert any claims with respect to Class B against Honeywell other than the Conspiracy Claim.
- d. Each Class Member who has not timely opted out of the Settlement Classes fully, finally, and forever releases, remises, acquits, waives and forever discharges Honeywell of and from any and all Released Claims and shall be forever enjoined from prosecuting all Released Claims against Honeywell.
- e. Each Class Member who does not timely opt out of the Settlement Classes hereby stipulates and agrees, with respect to any and all Released Claims, that, the Class Member shall be conclusively deemed to, and by operation of the Final Judgment shall, waive and relinquish any and all rights or benefits they may now have, or in the future may have, under any law relating to the Released Claims.

- f. Each Class Member who has not timely opted out of the Settlement Classes acknowledges that the foregoing release of claims including but not limited to claims for punitive damages, was separately bargained for and a key element of this Settlement Agreement.

V. CLAIMS ADMINISTRATOR

1. Subject to the approval of the Court, The Garden City Group, Inc. has been selected by Class Counsel as the Claims Administrator for this Settlement Agreement. Authorized Claims Administration Expenses will be paid out of the Settlement Fund. As directed by the Court or Class Counsel, the Claims Administrator will:

- a. Effectuate individual mailed Notice and Publication Notice to potential members of the Settlement Classes in accordance with the procedures outlined in Paragraph IV.3 above;
- b. Provide and staff a toll-free phone number and website for the purpose of providing settlement information to class members and potential class members;
- c. Receive opt out notices and Claim and Release Forms from potential members of the Settlement Classes and any other submissions by persons claiming ownership interests in any Settlement Class Property;
- d. Distribute settlement proceeds as set forth in this Settlement Agreement;
- e. Administer the class settlement as requested by Class Counsel and approved by the Court, including but not limited to evaluating and rendering equitable, informed decisions — to resolve any disputed property interests or to allocate the consideration owed on any property between and among multiple persons with valid legal claims to ownership interests in accordance with the terms of this Agreement. Decisions of the Claims Administrator shall be final and shall only be appealable to the Court on the basis that the Claims Administrator incorrectly calculated a settlement payment under the provisions of this Settlement Agreement.
- f. Employ reasonable procedures to screen claims for abuse or fraud, and reject a Claim and Release Form, or any part of a claim for a payment reflected therein, where there is evidence of abuse or fraud;

- g. Provide weekly written status reports to all counsel as to the progress of the claims administration process until such time as the disbursement process concludes; and
- h. Otherwise administer the Settlement Agreement as requested by Class Counsel and approved by the Court.
- i. Honeywell shall participate in the administration only to the extent agreed to by Class Counsel or required by the Court.

VI. ATTORNEY'S FEES AND COSTS

1. **Class Counsel.** Solely for purposes of effectuating this Settlement Agreement, the Parties consent to the Court appointing Howard A. Janet, Robert K. Jenner, and Kenneth M. Suggs of JANET JENNER & SUGGS LLC, Steven J. German and Joel Rubenstein of GERMAN RUBENSTEIN LLP and Anthony Z. Roisman of National Legal Scholars Law Firm, P.C. as Class Counsel.

2. **Expense and Fee Award.** The Parties have not attempted to negotiate a fee award to Class Counsel. Honeywell shall not oppose any petition for fee award by Class Counsel.

3. **Timing of Fee Award.** Within thirty (30) days of Preliminary Approval, Class Counsel shall file a petition for fees and costs with the Court, and shall promptly post the petition on a publicly accessible website. The URL for the fee petition shall also be included in the Notice to the potential members of the Settlement Classes.

4. **Payment of the Fee Award.** Payment of the fee award shall be made from the Settlement Fund within seven days of the Effective Date, unless appealed, and shall constitute full satisfaction of any obligation on the part of Honeywell to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of the Settlement Classes in this Action.

5. **Incentive Payment.** In addition to any award to which they may be entitled under the Settlement Agreement, Class Counsel may request that the Court award an incentive payment to Settlement Class Representatives Sergio de la Cruz and Shem Onditi individually in the amount of \$10,000. Such incentive awards and compensation will be subject to Court approval. Honeywell agrees that it will not oppose such awards or compensation. The Claims Administrator shall pay such awards or compensation via check from the Settlement Fund to the Named Plaintiffs, such checks to be sent care of Class Counsel, within fifteen (15) days after the Effective Date.

VII. TERMINATION OF THE SETTLEMENT AGREEMENT

1. This Settlement Agreement shall terminate without further action of the Parties if (a) the Court does not enter preliminary approval of the settlement or one or both of the Settlement Classes; (b) the Court does not enter final approval of the settlement or one or both of the Settlement Classes; or (c) the Court's final approval is overturned on appeal before the Effective Date.

2. Honeywell shall have the right to terminate this Settlement Agreement if (a) eligible claims have been filed on fewer than 50% of all Settlement Class Properties; or (b) eligible claims have been filed on fewer than 50% of the properties in either Settlement Class A or Settlement Class C. If Honeywell elects to terminate this Settlement Agreement, Honeywell shall send written notice of such election to Plaintiffs and Class Counsel prior to the Parties seeking Final Approval of the Settlement Agreement and Settlement Classes from the Court.

VIII. OPT-OUTS AND OBJECTIONS

1. **Requirements for Opting Out.** Any Class Member who wishes to opt out of this Settlement Agreement must mail to the Claims Administrator a written, signed, and dated

statement that he or she is opting out of Settlement Class A or Settlement Class C and understands that he or she will receive no payments from the settlement of this Action. An opt-out notice must contain the following identifying information: “*Halley v. Honeywell International Inc.*, Case No. 10-cv-3345.” To be effective, this opt-out statement must be postmarked no later than sixty (60) days after the Notice Date. The Settlement Classes will not include any individuals who send timely and valid opt-out statements, and individuals who opt out are not entitled to any monetary award under this Settlement Agreement.

2. **Requirements for Objecting.** Any member of Settlement Class A or Settlement Class C who wishes to object to this Settlement Agreement, including the fee petition, must mail to the Court, Class Counsel, and counsel for Honeywell, at the addresses listed in the Notice provisions set forth below, a written, signed, and dated objection, which must contain a detailed description of all bases for the objection and any supporting papers, briefs, evidence or arguments. If the person filing the objection wishes to present argument in support of the objection at the Final Approval Hearing, a request to that effect must be included in the objection. An objection must contain the following identifying information: “*Halley v. Honeywell International Inc.*, Case No. 10-cv-3345.” To be effective, an objection must be received by the Court no later than sixty (60) days after the Notice Date. No one may present argument at the Final Approval Hearing for the purpose of objecting to the Settlement Agreement or otherwise object to the Settlement Agreement without having properly served a timely objection in accordance with the terms of this paragraph.

3. **Waiver of Objections.** Except for members of the Settlement Classes who opt out of the Settlement Classes in compliance with the foregoing paragraph, all Class Members will be deemed to be members of the Settlement Classes in the Action for all purposes under this

Settlement Agreement, the final approval order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy.

4. **No Encouragement of Objections.** Neither Class Counsel, Honeywell, Honeywell counsel, nor any person acting on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement Agreement or encourage anyone to appeal from any order of the Court that is consistent with the terms of the Settlement Agreement.

IX. FINAL APPROVAL AND DISMISSAL WITH PREJUDICE

1. The Parties shall jointly move the Court for final approval of the Settlement Agreement no later than fourteen (14) days before the Final Approval Hearing set by the Court, and request that the Court enter a Final Judgment in the form attached as **Exhibit C**. The Final Judgment will (among other things):

- a. find that the Court has personal jurisdiction over all members of the Settlement Classes and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;
- b. approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the members of the Settlement Classes; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Settlement Class Representatives and all other members of the

Settlement Classes and their heirs, executors and administrators, successors and assigns;

- c. find that the Notices and the procedures for Notice implemented pursuant to the Settlement Agreement (1) constituted the best practicable notice under the circumstances, (2) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Classes of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement Agreement and to appear at the Final Approval Hearing, (3) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice, and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and the rules of the Court;
- d. find that the Settlement Class Representatives and Class Counsel adequately represented the Settlement Classes for purposes of entering into and implementing the Settlement Agreement;
- e. dismiss with prejudice the Non-Conspiracy Claims and the 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;
- f. dismiss without prejudice the Civil Conspiracy Claim with respect to allegations related to Class B against Honeywell and PPG on behalf of Named Plaintiffs (Halley and Malave) who are not Settlement Class Representatives;

- g. issue a finding that Plaintiffs have not asserted any claims other than civil conspiracy against Honeywell with respect to Class B;
- h. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge Honeywell as set forth herein;
- i. permanently bar and enjoin all members of the Settlement Classes who have not been properly excluded from the Settlement Classes 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;
- j. confirm that the Court retains continuing jurisdiction over the “qualified settlement fund,” as defined in Section 468B(d)(2) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B-1, created under the Settlement Agreement;
- k. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and
- l. incorporate any other provisions as the Court deems necessary and just.
- m. In the event the Final Judgment is reversed or the Settlement Agreement does not become final and binding, the Parties agree that (1) the Court shall vacate any dismissal with prejudice and the Parties shall return to the positions they occupied before entering into this Settlement Agreement, including retaining all rights, claims and defenses they had prior to entering the Settlement Agreement; and (2) the Settlement Agreement, any motions to approve the Settlement Agreement and

the settlement negotiations shall be without prejudice to the rights of any party, shall not be used by any Party in this Action for any purpose whatsoever and shall be inadmissible in this or any other Action for any purpose.

2. **Final Approval Hearing.** The Court shall hold a hearing to consider final approval of this Settlement Agreement (the “Final Approval Hearing”), and to rule on Plaintiff’s Petition for the Award of Attorneys’ Fees, at any time 90 days or more after the Notice Date.

X. GENERAL PROVISIONS

2. **No Admission of Liability, No Collateral Use.** The Parties acknowledge and agree that this Settlement Agreement is a voluntary and mutually acceptable resolution of the Action. By entering into this Settlement Agreement, Honeywell does not admit wrongdoing or liability as to any matter whatsoever, and Plaintiffs, Class Representatives and Class Members do not admit that Honeywell has not engaged in wrongdoing and has not caused them considerable harm. Honeywell denies the claims set forth in Plaintiffs’ Complaint, and Plaintiffs, Class Representatives and Class Members deny the defenses asserted in Honeywell’s Answer to Plaintiffs’ Complaint. Honeywell and Plaintiffs agree that the amount of this settlement represents a compromise of the claims being dismissed pursuant to Section IV.9.a. and b., above, and of Honeywell’s defenses with respect to those claims and does not fully vindicate or represent either Plaintiffs’ theory of the case or Honeywell’s theory of defense. This Settlement Agreement shall not be cited, offered, or construed as an admission or evidence (including but not limited to an admission or evidence of the propriety or feasibility of certifying a class for purposes other than settlement) in this Action or any other action or proceeding except for purposes of seeking approval, fulfillment, or enforcement of this Settlement Agreement if finalized, effectuated and approved by this Court. Notwithstanding the foregoing, this

Settlement Agreement may be used in any proceeding in the Court to enforce or implement any provision of this Settlement Agreement or implement or enforce any orders or judgments of the Court entered into in connection with this Settlement Agreement.

3. **Absence of Approval.** In the event that this Settlement Agreement does not become final and binding, no Party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including but not limited to, any and all claims or objections to class certification, or claims or defenses on the merits. Each party reserves the right to prosecute or defend this Action in the event that the Settlement Agreement does not become final and binding.

4. **Cooperation.** The Parties agree that they will cooperate to effectuate and implement the terms and conditions of this Settlement Agreement.

5. **Effect of Prior Agreements.** This Settlement Agreement constitutes the entire agreement and understanding of the Parties with respect to the settlement of this Action, contains the final and complete terms of the settlement of the Action and supersedes all prior agreements between the Parties regarding settlement of the Action. The Parties agree that there are no representations, understandings, or agreements relating to the settlement of this Action other than as set forth in this Settlement Agreement.

6. **No Drafting Presumption.** All Parties hereto have participated, through their counsel, in the drafting of this Settlement Agreement, and this Settlement Agreement shall not be construed more strictly against any one Party than the other Parties. Whenever possible, each term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable. Headings are for the convenience of the Parties only and are not intended to create substantive rights or obligations.

7. **Notices.** All notices to the Parties or counsel required or desired to be given under this Settlement Agreement shall be in writing and sent by electronic mail and U.S. Mail as follows:

To Plaintiffs:

JANET, JENNER & SUGGS, LLC
Howard A. Janet, Esq.
1777 Reisterstown Road
Commerce Center East, Suite 165
Baltimore, MD 21208
Facsimile: (410) 653-6903
hjanet@myadvocates.com

GERMAN RUBENSTEIN LLP
Steven J. German, Esq.
19 West 44th Street, Suite 1500
New York, NY 10036
Facsimile: (212) 704-2020
sgerman@germanrubenstein.com

To Honeywell:

Michael D. Daneker
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Email: Michael.Daneker@aporter.com
Fax: (202) 942-5999

Michael R. McDonald
Gibbons, PC
One Gateway Center
Newark, NJ 07102-5310
Email: Mmcdonald@gibbonslaw.com
Fax: 973-639-6295

Attorneys for Honeywell

8. **Modifications.** No modifications to this Settlement Agreement may be made without written agreement of all Parties and Court approval.

9. **No Third Party Beneficiaries.** This Settlement Agreement shall not inure to the benefit of any third party.

10. **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Settlement Agreement. Each signatory warrants that the signer has authority to bind his party.

XI. MISCELLANEOUS PROVISIONS

1. To the extent that either side desires to issue a press release or press statement, they may do so. No press release, press statement, or public statements shall include statements disparaging either side, or statements contravening any term of this Settlement Agreement.

SIGNATURES ON FOLLOWING PAGE

AGREED this ____ day of _____ 2014:

Sergio de la Cruz 11/7/14
Sergio de la Cruz, individually and as class representative

Shem Onditi, individually and as class representative

Leticia Malave, individually

Mattie Halley, individually

APPROVED :

AGREED: this ____ day of _____ 2014:

For Honeywell International Inc.,

Its: _____

APPROVED:

Michael D. Daneker, Attorney for Honeywell International Inc.
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Email: Michael.Daneker@aporter.com
Fax: (202) 942-5999

AGREED this ____ day of _____ 2014:

Sergio de la Cruz, individually and as class representative



Saem Onditi, individually and as class representative

Leticia Malave, individually

Mattie Halley, individually

APPROVED :

AGREED: this ____ day of _____ 2014:

For Honeywell International Inc.,

Its: _____

APPROVED:

Michael D. Daneker, Attorney for Honeywell International Inc.
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Email: Michael.Daneker@aporter.com
Fax: (202) 942-5999

AGREED this ____ day of _____ 2014:

Sergio de la Cruz, individually and as class representative

Shem Onditi, individually and as class representative

Leticia Malave, individually

x Mattie Halley
Mattie Halley, individually

APPROVED :

AGREED: this ____ day of _____ 2014:

For Honeywell International Inc.,

Its: _____

APPROVED:

Michael D. Daneker, Attorney for Honeywell International Inc.
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Email: Michael.Daneker@aporter.com
Fax: (202) 942-5999

AGREED this 1st day of November 2014:

Sergio de la Cruz, individually and as class representative

Shem Onditi, individually and as class representative

Leticia Malave, individually

Mattie Halley, individually

APPROVED :

Steven J. German

AGREED: this ____ day of ____ 2014:

For Honeywell International Inc.,

Its: _____

APPROVED:

Michael D. Daneker, Attorney for Honeywell International Inc.
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Email: Michael.Daneker@aporter.com
Fax: (202) 942-5999

AGREED this ____ day of _____ 2014:

Sergio de la Cruz, individually and as class representative

Shem Onditi, individually and as class representative

Leticia Malave, individually

Mattie Halley, individually

APPROVED :

AGREED: this 7th day of November 2014:

Thomas Byrne
For Honeywell International Inc.,

Its: Associate General Counsel / Associate General Counsel

APPROVED:

Michael D. Daneker, Attorney for Honeywell International Inc.
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Email: Michael.Daneker@aporter.com
Fax: (202) 942-5999

AGREED this ____ day of _____ 2014:

Sergio de la Cruz, individually and as class representative

Shem Onditi, individually and as class representative

Leticia Malave, individually

Mattie Halley, individually

APPROVED :

AGREED: this ____ day of _____ 2014:

For Honeywell International Inc.,

Its: _____

APPROVED:



Michael D. Daneker, Attorney for Honeywell International Inc.
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Email: Michael.Daneker@aporter.com
Fax: (202) 942-5999

EXHIBIT A



Janet, Jenner & Suggs, LLC
ATTORNEYS AT LAW

Howard A. Janet, P.C.* | Kenneth M. Suggs* | Robert K. Jenner, P.C.*± | Dov Apfel*± | Stephen C. Offutt*± | Giles H. Manley, M.D., J.D.*

Gerald D. Jowers, Jr.* | Sharon R. Guzejko* | Brian D. Ketterer^Δ | Francis M. Hinson, IV* | Hal J. Kleinman^Δ‡ | Tara J. Posner*±† | Elisha N. Hawk*
Justin A. Browne* | Joyce E. Jones* | Ace McBride* | Jessica H. Meeder*± | Leah K. Barron* | Lindsey M. Craig* | Jason B. Penn*± | Seth L. Cardeli \$±

OF COUNSEL

John C. Hensley, Jr.^o | Steven J. German\$± | Joel M. Rubenstein\$± | Thomas G. Wilson[■]†•

BAR MEMBERSHIPS

* Maryland | • South Carolina | ± District of Columbia | ≈ Minnesota | Δ Pennsylvania
‡ Illinois | † Florida | ° North Carolina | \$ New York | ± New Jersey | ■ West Virginia | • California

June 21, 2012

Re: *Smith, et al. v. Honeywell International Inc., et al.*
Class action lawsuit concerning chromium contamination

Dear Potential Class Member:

This letter is being sent to inform you of recent developments that may affect your legal rights and potential claims related to chromium contamination in Jersey City, New Jersey.

On May 17, 2010 we filed the class action lawsuit, *Smith, et al., v. Honeywell International, Inc., et al.* against both Honeywell and PPG concerning their disposal of toxic chromium waste in Jersey City. The lawsuit was brought by several individual plaintiffs, on behalf of themselves and “all others similarly situated.” You may have been considered a member of at least one of the classes of plaintiffs described in the original complaint.

On June 20, 2012 we filed an Amended Class Action Complaint for this lawsuit. You can review both the original Class Action Complaint and the Amended Class Action Complaint at our website, www.jerseycitylawsuit.com.

We write today to inform you of three major changes made in the Amended Class Action Complaint and to explain how these changes may affect your legal rights.

1. WITHDRAWAL OF MEDICAL MONITORING CLAIMS

The original complaint sought “medical monitoring” for persons who may have been exposed to hexavalent chromium. This means that the original complaint claimed that the defendants (Honeywell and PPG) should pay for the costs of medical tests designed to detect serious latent diseases linked to chromium exposure. As attorneys for the putative class members, however, we have concluded that, with respect to this case, continuing a class action in federal court for medical monitoring would neither be practical nor effective.

MARYLAND OFFICE

Commerce Centre East | 1777 Reisterstown Road, Suite 165 | Baltimore, Maryland 21208
410-653-3200 | Fax 410-653-9030 | 1-877-692-3862 | 1-877-MY-ADVOCATES
info@MyAdvocates.com | MyAdvocates.com

Maryland | South Carolina | New York | North Carolina | Washington, D.C.

Therefore, the Amended Complaint does not seek medical monitoring relief. This does not mean that you or members of your family cannot seek medical monitoring as a relief. It simply reflects our decision not to pursue medical monitoring as a relief in this class action. **If you are interested in seeking medical monitoring relief, you must do so in a separate lawsuit, and you must do so within the statute of limitations time period (as explained below).**

2. RE-DEFINING OF THE PROPERTY DAMAGE CLASS

Like the original Complaint, the Amended Complaint sets forth a claim for property damages caused by chromium contamination. Specifically, it seeks compensation for both the loss in property value caused by chromium contamination and the impact the chromium contamination has had on property owners' ability to use and enjoy their property. However, the Amended Complaint slightly re-defines the class of persons for whom we are seeking such recovery. For instance, properties located near certain chromium sites are no longer a part of this suit. Additionally, properties zoned exclusively as industrial properties are also no longer a part of the suit. To determine whether you still have a claim for property damages, you may review the Amended Complaint at www.jerseycitylawsuit.com. If you specifically want to see a list of the sites that are part of the suit, see Attachment A to that Amended Complaint.

If you or members of your family are not included in the class of persons for whom property damage relief is being sought in the Amended Complaint, this does not mean that you or members of your family do not have a valid claim for property damage. **However, you must bring any such claim in a separate lawsuit, and you must do so within the statute of limitations time period (as explained below).**

3. WITHDRAWAL OF BATTERY CLAIMS

The Amended Complaint also drops all claims for battery. Our decision not to pursue battery claims does not mean that you or members of your family do not have a valid claim for battery. **However, if you are interested in pursuing such a claim, you must do so in a separate lawsuit, and you must do so within the statute of limitations time period (as explained below).**

4. WARNING REGARDING THE STATUE OF LIMITATIONS

If you or members of your family still wish to pursue any withdrawn or revised claim(s) for medical monitoring, property damage, or battery associated with chromium contamination in Jersey City, you should be aware that the "statute of limitations" may prevent you from doing so. A "statute of limitations" refers to the time allowed to bring a lawsuit.

In New Jersey, claims for medical monitoring and for battery must generally be brought within two years from the date of injury and/or exposure. Claims for property damage in New Jersey must be brought within six years from the date your injury began.

Janet, Jenner & Suggs, LLC
ATTORNEYS AT LAW

The filing of a class action temporarily “tolls” the statute of limitations, meaning that while a class action is pending, the statute of limitations clock is stopped. As of the filing of the Amended Complaint, however, the withdrawn medical monitoring and battery claims, as well as certain property damage claims are no longer pending before the court in this lawsuit. Therefore, tolling protection no longer exists, and the clock is again running on the statute of limitations.

If you are interested in pursuing withdrawn claims for medical monitoring, property damage, or battery, it is recommended that you contact another attorney IMMEDIATELY to protect your legal rights. After the statute of limitations has passed, if you have not filed a separate lawsuit, you will be barred from pursuing any recovery.

We have argued in court that the statute of limitations for these matters began to run in September, 2008. The statute was tolled on May 17, 2010, when we filed the original complaint. The Amended Complaint became effective on June 20, 2012, and so the statute of limitations began to run again on that date.

As a result, adults now have approximately **four months left to file a separate medical monitoring or battery suit. Any adult’s lawsuit filed after October 20, 2012 could be barred by the statute of limitations.** Children who have not yet reached the age of eighteen will have two years from their eighteenth birthday to file such a suit. **Adults might have four years to bring a property damage claim, but we highly recommend that any such claim also be brought within four months.**

5. LEGAL TEAM

The team of experienced law firms representing plaintiffs in this matter include German Rubenstein L.L.P., Janet, Jenner & Suggs LLC, and the National Legal Scholars Law Firm.¹ For more information regarding the experience of these firms and their attorneys, please see our website at www.jerseycitylawsuit.com.

Additionally, please let us know if you have any questions about this letter or wish to discuss any of the issues set forth above. To reach one of our attorneys, please contact Raquel Villagra at 212-704-2020 or Tiara Woodford (toll free) at 1-888-463-3529.

Very truly yours,



Steven J. German

¹ Please note that the firms of Williams, Cuker, and Berezofsky and Kanner & Whitely, L.L.C. are no longer actively involved in this lawsuit.

EXHIBIT B

ESCROW AGREEMENT

This Escrow Agreement (the “Escrow Agreement”) is entered into and shall be effective as of _____, 2014, by and among Honeywell International Inc. (“Honeywell”), the law firms of Janet Jenner & Suggs LLC, German Rubenstein LLP, and National Legal Scholars Law Firm, P.C. (“Settlement Class Counsel”) acting on behalf of Settlement Class Representatives Sergio de la Cruz and Shem Onditi and Named Plaintiffs Leticia Malave and Mattie Halley, who have initiated a lawsuit against Honeywell asserting against causes of action for trespass, private nuisance, negligence, strict liability, and civil conspiracy for alleged property damages stemming from the alleged presence of chromium ore processing residue (“COPR”), hexavalent chromium, or other COPR related contaminants originating at or emanating from several properties known as New Jersey Department of Environmental Protection Chromium Site Study Area 5, Study Area 6 North, Study Area 6 South, Study Area 7 and Site 119 ; [XXXXXX], in its capacity as escrow agent (the “Escrow Agent”); and The Garden City Group, Inc. (“GCG”), in its capacity as administrator (“Administrator”) (collectively, the “Parties”). (Any capitalized terms not defined herein are used as defined in the Settlement Agreement.)

RECITALS

WHEREAS, Honeywell and Class Counsel have reached a settlement agreement to fully, finally, and forever resolve, discharge, and settle all claims asserted by the Settlement Class Representatives and Settlement Class Members against Honeywell (the “Settlement Agreement”);

WHEREAS, this Escrow Agreement sets forth the terms and conditions whereby the funds that Honeywell deposits, or causes to be deposited, into the escrow account (the “Settlement Escrow”) established pursuant to this Escrow Agreement will be retained, invested, and distributed therefrom to effectuate the terms of the Settlement Agreement;

WHEREAS, the Settlement Agreement contemplates that the Settlement Escrow shall be, and shall be operated as, a “qualified settlement fund” within the meaning of Section 1.468-B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (the “Treasury Regulations”);

WHEREAS, the Settlement Escrow has been approved by, and is subject to the continuing jurisdiction of, the United States District Court for the District of New Jersey (the “Court”);

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

I. PURPOSE OF THE ESCROW AGREEMENT

The purpose of this Escrow Agreement shall be to facilitate the performance of the deposit and payment obligations and related obligations set forth in the Settlement Agreement.

II. APPOINTMENT OF ESCROW AGENT

[XXXXXX] is hereby appointed to act as Escrow Agent in accordance with the terms hereof, and [XXXXXX] hereby accepts such appointment. The Escrow Agent shall have all the rights, powers, protections, duties, and obligations expressly provided herein.

III. APPOINTMENT OF ADMINISTRATOR

The Garden City Group, Inc. ("GCG"), is hereby appointed to act as Administrator in accordance with the terms hereof, and GCG hereby accepts such appointment. The Administrator shall serve as the "administrator" of the Settlement Escrow as "qualified settlement fund" within the meaning of Treasury Regulation section 1.468B-2(k)(3), and shall have all such additional rights, powers, protections, duties, and obligations expressly provided herein.

IV. ACCOUNTS WITHIN SETTLEMENT ESCROW

The Settlement Escrow shall initially be comprised of one account (the "Settlement Escrow Account"), to be used solely for such purposes as are set forth in Section I above. With approval of Honeywell and Class Counsel, the Escrow Agent may establish one or more additional accounts in the Settlement Escrow for purposes of this Escrow Agreement.

V. DEPOSITS INTO SETTLEMENT ESCROW

- A. Deposit of Assets. Honeywell shall deposit, or cause to be deposited, into the Settlement Escrow only such settlement consideration, and at such time, as provided in the Settlement Agreement (the "Settlement Amount"), and further provided that all deposits shall be made in immediately available funds. The Settlement Amount that Honeywell deposits, or causes to be deposited, into the Settlement Escrow pursuant to this Section V shall be held in the Settlement Escrow Account until such time as the Escrow Agent receives instructions pursuant to Section VI to distribute such amounts from the Settlement Escrow. The amount of all deposits into the Settlement Escrow, and the interest, net realized gains, and other earnings accrued on such deposits are collectively referred to herein as the "Escrowed Funds".
- B. Acceptance of Assets. To further the purposes of this Escrow Agreement, the Escrow Agent agrees to accept the Settlement Amount that Honeywell deposits, or causes to be deposited, into the Settlement Escrow, and any earnings thereon, and the Escrow Agent and the Administrator assume such liability and

responsibility for the administration and distribution of the Escrowed Funds, in accordance with and subject to the terms of this Escrow Agreement.

VI. DISTRIBUTION OF ESCROWED FUNDS

- A. Distribution of Escrowed Funds. The Parties acknowledge that the Escrowed Funds are to be distributed solely in the manner and at the times as set forth in this Escrow Agreement. Upon authorization by Honeywell and Class Counsel pursuant to the signature by an authorized person (an “Authorized Person”) for Honeywell and Class Counsel, that the requirements set forth in the Settlement Agreement have been met, the Administrator shall, subject to the availability of funds deposited pursuant to Section V, distribute from the Settlement Escrow Account the amount for (1) any approved Claims Administration Expenses (including Escrow Agent fees); (2) any approved Fee Award ; (3) any approved incentive payments to the Settlement Class Representatives; (4) payments to eligible Class A and Class C Class Members; (5) any Unclaimed Funds donated towards the Community Project; and (6) any Remaining Funds as payments to eligible Class A and Class C Members.

Honeywell shall not be responsible for or liable for Claims Administration Expenses beyond payment of the Settlement Amount to the Settlement Escrow.

Provided further, that upon written notification by an Authorized Person for Honeywell that the Settlement Agreement has terminated as provided in the Settlement Agreement, the Administrator shall return all Escrowed Funds to Honeywell, as well as all income earned thereon, minus any funds approved by the Court for expenses incurred by the Claims Administrator for Claims Administration Expenses prior to termination, within sixty (60) days of termination.

Under no circumstances shall there be a reversion to Honeywell.

- B. Authorized Persons. The names of the Authorized Persons for Honeywell and Class Counsel, together with their specimen signatures, shall be provided to the Escrow Agent, and may be amended from time to time.

VII. INVESTMENT OF ESCROWED FUNDS

- A. Investment; Preservation of Principal. The Escrow Agent shall invest and reinvest from time to time the Escrowed Funds in: (i) United States Agency, Government Sponsored Enterprises (“GSEs”) or Treasury securities or obligations (or a mutual fund invested solely in such instruments), (ii) cash equivalent securities, and/or (iii) certificates of deposit, provided all said certificates of deposit are fully insured by the FDIC. The Escrow Agent shall be responsible for any and all investment related decisions pursuant to these terms and conditions, such that the following investment policy is implemented: (i) safety of principal;

and (ii) zero bank balance exposure. Any investment losses realized by investment of Escrowed Funds or any portion thereof shall be charged to the Escrowed Funds. To the extent the Escrow Agent invests any funds in the manner provided for in this Section VII, the Escrow Agent shall not be liable for any loss(es) which may be incurred by reason of any such investment (or reinvestment).

- B. Use of Interest or Investment Income. All interest on or income realized by investment of the Escrowed Funds or any portion hereof shall be accumulated and added to the Escrowed Funds.

VIII. TAX MATTERS

- A. Settlement Escrow as a Qualified Settlement Fund. The Settlement Escrow is structured and shall be operated in a manner so that it qualifies as a “qualified settlement fund” under section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and Treasury Regulation sections 1.468B-1, *et seq.* Specifically, (1) the establishment of the Settlement Escrow under the terms and conditions of this Escrow Agreement is subject to Court approval, and no deposits into or distributions from the Settlement Escrow shall be made until such Court approval is obtained; (2) the Settlement Escrow is subject to the continuing jurisdiction and supervision of the Court; (3) the Settlement Escrow is established to resolve or satisfy claims of alleged tort or violation of law arising out of alleged chromium contamination at certain residential properties in Jersey City, New Jersey; and (4) the Settlement Escrow is an escrow account, and its assets are, and will be, segregated from the general assets of Honeywell and deposited herein. The Settlement Escrow constitutes a single qualified settlement fund. Consistent with the terms of the Settlement Agreement and this Escrow Agreement, the Administrator shall take all actions, and the Escrow Agent agrees to make the Settlement Escrow take all actions necessary to create and maintain the Settlement Escrow’s status as a qualified settlement fund, and the Administrator and Escrow Agent agree not to take any action that will adversely affect the qualification of the Settlement Escrow as a qualified settlement fund. The Administrator shall serve as the “administrator” within the meaning of Treasury Regulation section 1.468B-2(k)(3).
- B. Tax Preparation, Payment, Reporting, and Withholding Requirements. In its role as “administrator” of the Settlement Escrow within the meaning of Treasury Regulation section 1.468B-2(k)(3), the Administrator shall be responsible for the timely and proper performance of the undertakings specified herein and in the regulations promulgated under section 468B of the Code, including, but not limited to, the obtaining of an employer identification number for the Escrow Account; the filing of all required federal, state or local tax and information returns, including in accordance with the provisions of Treasury Regulation section 1.468B-2(k)(1); any required withholding of tax; the payment of any federal, state or local taxes (including estimated taxes) and associated tax-related

penalties and interest for which the Settlement Escrow may be liable, with such amounts payable from the Settlement Escrow Account subject to Section VI.A; responding to any questions from or audits regarding such taxes by the Internal Revenue Service or any state or local tax authority; and compliance with any other tax-related requirements. The Administrator may retain and compensate independent, certified public accountants to consult with and advise the Administrator with respect to the preparation of any and all appropriate income tax returns, information returns or compliance withholding requirements, with such amounts payable from the Settlement Escrow Account subject to Section VI.A. In no event shall Honeywell have any liability or responsibility for any amounts payable or withholdable from the Settlement Escrow pursuant to this Section VIII, and Honeywell shall be indemnified and held harmless for such amounts by the Settlement Escrow.

C. Savings Provision; Failure to Qualify as a Qualified Settlement Fund.

1. Notwithstanding anything herein to the contrary, in the event that any portion of this Escrow Agreement shall at any time be considered cause for the Escrow Account to fail to qualify as a qualified settlement fund section 468B of the Code together with any and all Treasury Regulations and Internal Revenue Service Rulings, Notices, Announcements, directives, and guidance thereunder, such offending portion of this Escrow Agreement shall be considered null, void, and of no effect, without any action by any court or by the Administrator, so that this Escrow Account continues to qualify as a qualified settlement fund in compliance with section 468B of the Code and the applicable administrative authority and announcements thereunder. In the event that this Section VIII.C applies to render an offending Section null, void, or of no effect, the remainder of this Escrow Agreement shall not be affected thereby, and each remaining term and Section of the Agreement shall be valid and enforced to the fullest extent permitted by law.

IX. ADDITIONAL MATTERS RELATING TO DUTIES, LIABILITIES, AND RIGHTS OF ESCROW AGENT AND ADMINISTRATOR

- A. Compensation. Both the Escrow Agent and Administrator will be paid pursuant to a schedules of fees approved pursuant to Section VI.A and promptly reimbursed for such fees, costs, and expenses incurred in connection with the performance of their respective duties and obligations hereunder and approved by the Court. All such fees, costs, and expenses shall be subject to approval by the Court, and paid from the Settlement Escrow Account in accordance with Section VI.A.
- B. Preparation of Financial Statements and Audited Financial Records. The Escrow Agent shall, upon request of any of the Parties, within ten days of any such

request, produce financial statements for the Settlement Escrow, including receipts, disbursements and earnings.

- C. No Implied Duties. This Escrow Agreement expressly and exclusively sets forth the respective duties, responsibilities and obligations of the Escrow Agent and Administrator with respect to any and all matters pertinent hereto and no additional duties, responsibilities, or obligations shall be read into this Escrow Agreement.
- D. Indemnification. The scope of any indemnification provision will be determined upon selection of the Escrow Agent.
- E. Reliance. The scope of any reliance provision will be determined upon selection of the Escrow Agent.
- F. Resignation and Removal of Escrow Agent; Appointment of Successor.
 - 1. Resignation and Removal. The Escrow Agent or any successor may resign by a written notice delivered to Honeywell and Class Counsel specifying the effective date of such resignation, which date shall not be earlier than one hundred twenty (120) days following the receipt by both Honeywell and Class Counsel of the notice of resignation. Such resignation shall take effect on the date specified on the notice of resignation, unless a successor agent has been appointed in accordance with the provisions of this Section IX.F and has accepted such appointment on an earlier date, in which case such resignation shall take effect immediately upon receipt by such successor escrow agent of the Escrowed Funds. The Escrow Agent may be removed by the joint action of Honeywell and Class Counsel, with or without cause at any time upon thirty (30) days' prior written notice to Escrow Agent, which notice may be waived by Escrow Agent, and the Escrow Agent's removal shall be effective upon the expiration of such thirty (30) days or upon the Escrow Agent's waiver of such notice.
 - 2. Appointment of Successor. If at any time Escrow Agent shall resign, be removed, or otherwise become incapable of acting as escrow agent pursuant to this Escrow Agreement, or if at any time a vacancy shall occur in the office of Escrow Agent for any other cause, a successor agent shall be appointed by Honeywell and Class Counsel by a written instrument delivered to the successor agent. Upon the appointment and acceptance of any successor agent hereunder, the former Escrow Agent shall transfer the Escrowed Funds to its successor.
- G. Resignation and Removal of Administrator; Appointment of Successor.
 - 1. Resignation and Removal. The Administrator or any successor may

resign by a written notice delivered to Honeywell and Class Counsel specifying the effective date of such resignation, which date shall not be earlier than sixty (60) days following the receipt by both Honeywell and Class Counsel of the notice of resignation. Such resignation shall take effect on the date specified on the notice of resignation, unless a successor has been appointed in accordance with the provisions of this Section IX.G and has accepted such appointment on an earlier date. The Administrator may be removed by the joint action of Honeywell and Class Counsel, with or without cause at any time upon thirty (30) days' prior written notice to the Administrator, which notice may be waived by Administrator, and the Administrator's removal shall be effective upon the expiration of such thirty (30) days or upon the Administrator's waiver of such notice. By motion of Honeywell or Class Counsel, the Administrator may be removed for cause, with approval of the Court.

2. Appointment of Successor. If at any time the Administrator shall resign, be removed, or otherwise become incapable of acting pursuant to this Escrow Agreement, or if at any time a vacancy shall occur in the office of Administrator for any other cause, a successor shall be appointed by Honeywell and Class Counsel by a written instrument delivered to the successor.

X. TERMINATION OF SETTLEMENT ESCROW

The Settlement Escrow will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of Section VI (the "Termination"). Upon Termination of the Settlement Escrow in accordance with this Section X, Escrow Agent and the Administrator shall be relieved of any and all further obligations and released from any and all liability under this Escrow Agreement, except as otherwise specifically provided herein.

XI. MISCELLANEOUS

- A. Notices. Any notice of other communication hereunder must be given in writing and either: (i) delivered in person; (ii) transmitted by any telecommunications mechanism, provided that any notice to be given by any telecommunications mechanism is also mailed as provided in clause (iii); (iii) mailed by registered, express, or certified mail, postage prepaid return receipt requested; or (iv) delivered by a generally recognized courier or messenger service that provides written acknowledgement of receipt by addressee, postage prepaid as follows:

If to Honeywell, to:

Michael D. Daneker, Esquire
Arnold & Porter LLP
555 12th Street NW

Washington, DC 20004
Facsimile: 202-942-5999
Michael.Daneker@aporter.com

If to Settlement Class Counsel, to:

JANET, JENNER & SUGGS, LLC
Howard A. Janet, Esq. (*pro hac vice*)
1777 Reisterstown Road
Commerce Center East, Suite 165
Baltimore, MD 21208
Telephone: (410) 653-3200
Facsimile: (410) 653-6903

If to the Escrow Agent, to:

If to the Administrator, to:

- B. Jurisdiction. The Parties acknowledge that the Court shall retain jurisdiction over the implementation, enforcement, and performance of this Escrow Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Escrow Agreement or to the applicability of this Escrow Agreement shall be governed by and interpreted according to the substantive laws of the State of New Jersey without regard to its choice of law or conflict of laws principles.
- C. Entire Agreement. This Escrow Agreement constitutes the entire agreement and understanding of the Parties hereto in respect of the matters discussed herein. Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. This Escrow Agreement shall be construed so as to be consistent with the terms of the Settlement Agreement and, in the event of any conflict between the terms of this Escrow Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.
- D. Assignment. This Escrow Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but will not be assignable, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party.

- E. Sections and Other Headings. Sections or other headings contained in this Escrow Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Escrow Agreement.
- F. Amendments; Waivers. All Parties must approve any amendment to this Escrow Agreement in writing. Any waiver of any right or remedy provided for in this Escrow Agreement requires the consent of the Party waiving such right or remedy. Every amendment or waiver of any provision of this Escrow Agreement must be made in writing and designated as an amendment or waiver, as appropriate. No failure by any party to insist on the strict performance of any provision of this Escrow Agreement or to exercise any right or remedy hereunder, will be deemed a waiver of such performance right or remedy or of any other provision of this Escrow Agreement. This Escrow Agreement shall not be modified or amended in any way that could jeopardize, impair, or modify the Escrow Account's qualified settlement fund status.
- G. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement.
- H. Severability. If any provision of this Escrow Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any event, all other provisions of this Escrow Agreement will be deemed valid and enforceable to the extent possible.
- I. Confidentiality. All information disclosed by any Party (or its representatives), whether before or after the date hereof, in connection with the transactions contemplated by or the discussion and negotiations preceding this Escrow Agreement, to any other Party (or its representatives) will be kept confidential by such other Party and its representatives and will not be used by any such persons other than as contemplated by this Escrow Agreement, except to the extent that such information: (a) was known by the recipient when received; (b) is or hereafter becomes lawfully obtainable from other sources; (c) is necessary or appropriate to disclose to a governmental entity having jurisdiction over the Parties, or as may otherwise be required by applicable law or by the Court; or (d) to the extent such duty as to confidentiality is waived in writing by the other Party.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Escrow Agreement to be executed on the day and year first above written.

SO AGREED ON BEHALF OF SETTLEMENT CLASS COUNSEL:

By: _____
JANET, JENNER & SUGGS, LLC
Howard A. Janet, Esq. (*pro hac vice*)
1777 Reisterstown Road
Commerce Center East, Suite 165
Baltimore, MD 21208
Telephone: (410) 653-3200
Facsimile: (410) 653-6903

SO AGREED ON BEHALF OF HONEYWELL:

By: _____
Michael D. Daneker, Esquire
Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Facsimile: 202-942-5999
Michael.Daneker@aporter.com

SO AGREED ON BEHALF OF XXXXX, AS ESCROW AGENT

By: _____
Name:
Title:
Address:

**SO AGREED ON BEHALF OF THE GARDEN CITY GROUP, INC., AS
ADMINISTRATOR**

By: _____

EXHIBIT C

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

**MATTIE HALLEY, SHEM ONDITI,
LETICIA MALAVÉ, and SERGIO de la
CRUZ,**

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

Plaintiffs,

v.

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

Defendants

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

ORDER AND 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 _____, 2014 (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 Class A 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 Notice of Proposed Class Action Settlement and Your Rights(“Notice”) on _____, 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 of Mailing the Notice and Publication of the Publication Notice was filed with the Court prior to this hearing; and (3) the Affidavit of Mailing and Publication filed with this Court demonstrates compliance with the Preliminary Approval Order with respect to the Notice and the Summary 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, on _____, 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 __, 2014 at __:__ __, 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

WHEREAS, based upon the foregoing, having heard the statements of counsel for the Parties and of such persons as chose to appear at the Fairness Hearing; 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. 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.
12. 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.
13. Plaintiffs have not asserted any claims other than Civil Conspiracy against Honeywell with respect to Class B.
14. The expenses of administering the Settlement Agreement shall be paid to the Claims Administrator from the Settlement Fund in the manner set forth in the Settlement Agreement.
15. Incentive awards to the Settlement Class Representatives in the following amount are reasonable and are approved: . These monies will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.

16. Attorneys Fees for Class Counsel in the following amount xxxxxxxxxx are reasonable and are approved. These monies will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.
17. The Community Project proposed by the Parties as a component of the Settlement is hereby approved. The monies for the Community Project will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.
18. 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 within thirty (30) days of the entry of this Order. 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.
19. 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.
20. 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.

IT IS SO ORDERED.

_____, 2014.

Honorable Esther Salas
United States District Judge

EXHIBIT D-1

Long-Form Notice - Class A

United States District Court
for the District of New Jersey

Mattie Halley, et al. v. Honeywell International, Inc., et al.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND YOUR RIGHTS

A federal court authorized this notice. This is not a solicitation from a lawyer.

- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- A settlement has been reached in a class action involving the residential properties in and around Route 440 on the west side of Jersey City, New Jersey. These residential properties are located in neighborhoods in the vicinity of certain historical "chromium sites." The "chromium sites" are properties located along Route 440 where chromium chemical products were manufactured and on which chromium ore processing residue ("COPR") was disposed of between approximately 1895 and 1954. These sites are in various stages of remediation being performed by Honeywell International Inc. ("Honeywell"). The New Jersey Department of Environmental Protection has designated these chromium sites as "Study Areas 5, 6, and 7" and "Site 119."
- **The settlement will pay eligible owners of residential real property identified in the areas indicated on the attached map to settle claims related to alleged loss of use and enjoyment, and other property damages, of surrounding properties caused by the presence of these chromium sites and related hexavalent chromium contamination that plaintiffs allege was released from these sites.** The payments will be made in exchange for agreement to a release of claims against Honeywell International, Inc. ("Honeywell") as more fully set forth in this notice.

In accordance with the settlement agreement, Honeywell must place Ten Million Seventeen Thousand Dollars (\$10,017,000.00) in a court-administered fund to settle this matter. The settlement provides for a monetary payment to the owners of each eligible property. The exact amount of any final payment to the property owners will depend on the Court's award of attorneys' fees and expenses, costs of administration, and the number of eligible members participating, and it will be calculated by the Claims Administrator based on the duration of ownership during the period May 17, 2010 through October 1, 2014. However, if all eligible properties participate, it is estimated that each eligible property would receive approximately \$1,850 in payment.

Your Legal Rights and Options in the Settlement

Submit a Claim and Release Form Along with Proof of Property	This is the only way you can get a payment. A Claim and Release Form is enclosed and must be returned with proof of property ownership within 60 days of the date of this letter.
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Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com
PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class A

Ownership	
Exclude Yourself or “Opt-Out” from the Settlement	If you exclude yourself or “opt out,” you get no money from the settlement. Excluding yourself or “opting out” is the only option that allows you to ever be part of any other lawsuit against Honeywell about the legal claims in this case.
Object	If you do not exclude yourself, you may write to the Court about why you don't like the Settlement.
Go to a Hearing	If you object, you may also ask to speak in Court about the fairness of the Settlement.
Do Nothing	If you do nothing, you will get no payment. You will also give up your rights to ever sue Honeywell about the legal claims in this case.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement. Please be patient.

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com
PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class A

BASIC INFORMATION

1. WHY IS THERE A NOTICE?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is called *Mattie Halley, et al. v. Honeywell International, Inc., et al.*, Civil Action No. 2:10-cv-3345. In this notice, the people who sued are called the Plaintiffs, and one of the companies they sued, Honeywell International Inc. is called Honeywell.

2. WHAT IS THIS LAWSUIT ABOUT?

On May 17, 2010, three plaintiffs filed this lawsuit on behalf of themselves and as the representative of a class of similarly situated persons, asserting nuisance and other claims, alleging their properties have been adversely impacted by a chrome ore processing plant and the generation, disposal and alleged historical failure to properly remediate hexavalent chromium contamination and COPR within the Settlement Class boundaries and at several locations along Route 440 in Jersey City known as Study Areas 5, 6, and 7 and Site 119. The COPR and alleged related hexavalent chromium contamination came from a chromium manufacturing facility formerly operated by the Mutual Chemical Company on Route 440 in Jersey City, New Jersey from 1895 until 1954. These three plaintiffs alleged that the generation, disposal and historical failure to properly remediate these chromium sites and associated contamination adversely impacted their use and enjoyment of and caused other property damage to their properties.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. A judge can determine that people who have similar claims are members of a class, except for those who exclude themselves from the class. U.S. District Judge Esther Salas in the United States District Court for the District of New Jersey is in charge of this class action.

4. WHY IS THERE A SETTLEMENT?

There has been no trial. Instead, the Plaintiffs and Honeywell agreed to settle this case to avoid the costs and risks of trial. The Settlement provides the opportunity for payment to eligible Class members. In exchange, under the Settlement, Class Members each give a release, which releases Honeywell for certain claims related to COPR or chromium contamination at Study Areas 5, 6, 7 and Site 119 and within the Settlement Class Boundaries.

**Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT**

Long-Form Notice - Class A

WHO IS IN THE SETTLEMENT

To see if you can get money from the Settlement, you first have to determine if you are a Class Member.

5. HOW DO I DETERMINE IF I'M IN THE CLASS?

If you received this notice in the mail without requesting it, land records show you may be a current or former owner of residential property covered by this case. That would make you a class member. A map showing the area covered by this case is attached.

The Settlement Class is divided into two Classes: "Class A" and "Class C." Land records show that you may be a member of "Class A".

The area of the properties covered in **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. Class A includes properties located on both sides of the boundary streets.

If you are still not sure if you are in the Class, you can call 1-844-322-8243 to see if your property is included in the Settlement.

6. WHAT SHOULD I DO IF I MOVE?

If you move after receiving this notice and before the Settlement is finalized, in order to receive additional important notices including your payment if you are eligible for one, you must call the Claims Administrator at 1-844-322-8243 and give your new address.

THE SETTLEMENT

7. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement Agreement, available at the website, www.honeywelljerseycitysettlement.com, describes the details about the Settlement.

In general, the settlement requires Honeywell to place \$10,000,017,000 into a settlement fund to be distributed (after payment of certain expenses) to eligible class members. Thus, the settlement provides for a monetary payment to the owners of each eligible property in Class A and Class C.

BENEFITS

8. WHAT CAN I GET FROM THE SETTLEMENT?

The Settlement will provide cash payments to those who qualify. The amount of money you will receive will depend on how many people file a claim form seeking payment. The

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.

PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class A

exact amount of any final payment to the property owners will depend on the Court's award of attorneys' fees and expenses, costs of administration, and the number of eligible members participating. However, if all eligible properties participate, it is estimated that each eligible property would receive approximately \$1,850 in payment.

The amount any individual property owner receives will be calculated by the Claims Administrator and will be based on the duration of ownership during the period May 17, 2010 through October 1, 2014. If you were the sole property owner during this time period, you will receive the entire amount allocated to your property. If you owned the property during this period, but someone else owned the property either before or after you and also during this time period, payments for your property will be divided among you and the other owner.

9. WHAT IF I DID NOT OWN MY PROPERTY FOR THE ENTIRE TIME?

In order to be included in the settlement, you must have owned your property at any time during the period **May 17, 2010** through **October 1, 2014**.

If you owned property during this period, but someone else owned the property either before or after you and also during this time period, payments for your property will be divided among you and the other owner based on how long you each owned the property.

10. WHAT IF I INHERITED MY PROPERTY?

If you can demonstrate that you owned the property during the period **May 17, 2010** through **October 1, 2014** then you will be eligible to receive a payment.

11. WHAT IF THERE ARE MULTIPLE OWNERS OF MY PROPERTY AT THE SAME TIME?

If you file a valid claim, the Claims Administrator will write a single check payable to all co-owners of the property. The check will be mailed in care of the person to whom this notice was mailed.

12. WHAT AM I GIVING UP TO STAY IN THE CLASS?

Unless you exclude yourself from the Settlement (see Question 16), you can't sue, continue to sue, or be part of any other lawsuit against Honeywell to obtain any recovery for injury to property as a result of the disposal, presence, or migration of COPR on, at or from the chromium sites known as Study Areas 5, 6, and 7 and Site 119. It also means that all of the Court's decisions will bind you.

THE CLAIMS PROCESS

13. HOW CAN I GET A PAYMENT?

You must complete and return the enclosed Claim and Release Form along with proof that you owned the property at any time during the period May 17, 2010 through October 1, 2014. The Claim and Release Form explains the types of documents that you can submit to show proof of ownership. You can also submit the Claim and Release Form at the website www.honeywelljerseycitysettlement.com. Please carefully read the Claim and Release Form. If you still have questions about it or the documentation it requests,

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.

PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class A

you can call 1-844-322-8243. If you submit an incomplete Claim and Release Form or provide incomplete documentation, someone may reach out to you to get additional information.

14. WHEN WILL I GET MY PAYMENT?

The Court will hold a hearing on **Month Day, Year** at **Time x.m.** to decide whether to give final approval to the Settlement (*see* Question 23). If the Court approves the Settlement, and the Claims Administrator has determined that you have a valid claim, you should expect to receive your payment within 15 days of when the Settlement becomes final.

15. WHAT IF I DISAGREE WITH THE AMOUNT OF MY PAYMENT?

You have the right to ask the Claims Administrator or the Court to reconsider the decision on your claim if you believe that the Claims Administrator has incorrectly calculated the amount of any payment. Please review the letter carefully when you receive it because there are specific time limitations regarding the reconsideration process. More details are available in the Settlement Agreement, which is available at www.honeywelljerseycitysettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue Honeywell on your own about the issues in this case, then you must take steps to exclude yourself or "opt out". This is the only way to avoid giving Honeywell a Release.

16. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself or "opt out" from the Settlement, you must send a letter to the Claims Administrator that includes the following:

- Your name and address.
- The names and current addresses of any co-owners of land you own or owned identified as being in the Settlement Class.
- A statement saying that you want to be excluded from the Class,
- The address of the property at issue.
- Your signature.
- You must mail your exclusion request, postmarked no later than **Month Day, Year**, to:

Honeywell Jersey City Claims Administration
c/o GCG
PO Box 10122
Dublin, OH 43017-3122

**Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT**

Long-Form Notice - Class A

17. IF I DON'T EXCLUDE MYSELF, CAN I SUE HONEYWELL FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Honeywell for the claims that the Settlement resolves.

18. IF I EXCLUDE MYSELF FROM THE SETTLEMENT, CAN I STILL GET A PAYMENT?

No. You will not get any money if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the case?

Yes. The Court has appointed the lawyers and firms listed below as "Class Counsel," meaning that they were appointed to represent you and all Class Members:

Howard A. Janet,
Robert K. Jenner,
Kenneth M. Suggs
JANET, JENNER & SUGGS, LLC

and

Steven J. German,
Joel Rubenstein
GERMAN RUBENSTEIN LLP

Anthony Z. Roisman
NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.

You will not be charged for these lawyers. Their fees will be paid out of the settlement fund, as explained below. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. HOW WILL THE LAWYERS BE PAID?

The Court will decide how much Class Counsel and any other lawyers will be paid. Class Counsel will ask the Court for an award to cover costs and expenses, as well as for a fee award of \$2,504,250, or 25% of the total amount recovered for the Classes. Class Counsel will also request that \$10,000 be paid to each of the two Class Representatives who helped the lawyers on behalf of the whole Class, for a total of \$20,000. To review the attorneys' request for fees in this case, go to www.honeywelljerseycitysettlement.com.

OBJECTING TO THE SETTLEMENT

21. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class A

If you are a Class Member, you can object to the Settlement or to requests for fees and expenses by Class Counsel. To object, you must send a letter to the Court that includes the following:

- Your name and address,
- The title of the case, *Mattie Halley, et al. v. Honeywell International, Inc., et al.*
- A statement saying that you object to the Settlement in *Mattie Halley, et al. v. Honeywell International, Inc., et al.*
- The reasons you object, and
- Your signature.

Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than **Month Day, Year**, to the Court at the following address:

Hon. Esther Salas, United States District Judge

**Martin Luther King Building
& U.S. Courthouse
50 Walnut Street Room 4015
Newark, NJ 07101**

22. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and, if you submit a written objection and a Notice of Intention to Appear, you may ask to speak, but you do not have to speak.

23. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at **Time x.m.** on **Month Day, Year**, at the United States District Court for the District of New Jersey in Courtroom ###, before United States District Judge Esther Salas. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.honeywelljerseycitysettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.

PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class A

24. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge Salas may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, to the proper address, the Court will consider it.

You may also pay your own lawyer to attend, but it's not necessary.

25. MAY I SPEAK AT THE HEARING?

If you submitted a written objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name and address,
- The title of the case,
- A statement that this is your "Notice of Intention to Appear," and
- Your signature.
- You must mail your Notice of Intention to Appear, postmarked no later than **Month Day, Year**, to the Claims Administrator

IF YOU DO NOTHING

26. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing you will be bound by what the court decides and you will give up your right to sue Honeywell for any of the claims in this lawsuit. **You will also not get any money from the Settlement.**

GETTING MORE INFORMATION

27. HOW DO I GET MORE INFORMATION?

You can visit the website at www.honeywelljerseycitysettlement.com, where you will find answers to common questions about the Settlement and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. If you still have questions, you can call 1-844-322-8243 toll-free or write to The Garden City Group, Inc. at www.honeywelljerseycitysettlement.com. Please do not contact the Court for further information.

**Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT**

EXHIBIT D-2

Long-Form Notice - Class C

United States District Court
for the District of New Jersey

Mattie Halley, et al. v. Honeywell International, Inc., et al.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND YOUR RIGHTS

A federal court authorized this notice. This is not a solicitation from a lawyer.

- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- A settlement has been reached in a class action involving the residential properties in and around Route 440 on the west side of Jersey City, New Jersey. These residential properties are located in neighborhoods in the vicinity of certain historical "chromium sites." The "chromium sites" are properties located along Route 440 where chromium chemical products were manufactured and on which chromium ore processing residue ("COPR") was disposed of between approximately 1895 and 1954. These sites are in various stages of remediation being performed by Honeywell International Inc. ("Honeywell"). The New Jersey Department of Environmental Protection has designated these chromium sites as "Study Areas 5, 6, and 7" and "Site 119."
- **The settlement will pay eligible owners of residential real property identified in the areas indicated on the attached map to settle claims related to alleged loss of use and enjoyment, and other property damages, of surrounding properties caused by the presence of these chromium sites and related hexavalent chromium contamination that plaintiffs allege was released from these sites.** The payments will be made in exchange for agreement to a release of claims against Honeywell International, Inc. ("Honeywell") as more fully set forth in this notice.

In accordance with the settlement agreement, Honeywell must place Ten Million Seventeen Thousand Dollars (\$10,017,000.00) in a court-administered fund to settle this matter. The settlement provides for a monetary payment to the owners of each eligible property. The exact amount of any final payment to the property owners will depend on the Court's award of attorneys' fees and expenses, costs of administration, and the number of eligible members participating, and it will be calculated by the Claims Administrator based on the duration of ownership during the period May 17, 2010 through October 1, 2014. However, if all eligible properties participate, it is estimated that each eligible property would receive approximately \$1,850 in payment.

Your Legal Rights and Options in the Settlement

Submit a Claim and Release Form Along with Proof of Property	This is the only way you can get a payment. A Claim and Release Form is enclosed and must be returned with proof of property ownership within 60 days of the date of this letter.
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Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com
PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class C

Ownership	
Exclude Yourself or “Opt-Out” from the Settlement	If you exclude yourself or “opt out,” you get no money from the settlement. Excluding yourself or “opting out” is the only option that allows you to ever be part of any other lawsuit against Honeywell about the legal claims in this case.
Object	If you do not exclude yourself, you may write to the Court about why you don't like the Settlement.
Go to a Hearing	If you object, you may also ask to speak in Court about the fairness of the Settlement.
Do Nothing	If you do nothing, you will get no payment. You will also give up your rights to ever sue Honeywell about the legal claims in this case.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement. Please be patient.

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com
PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class C

BASIC INFORMATION

1. WHY IS THERE A NOTICE?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is called *Mattie Halley, et al. v. Honeywell International, Inc., et al.*, Civil Action No. 2:10-cv-3345. In this notice, the people who sued are called the Plaintiffs, and one of the companies they sued, Honeywell International Inc. is called Honeywell.

2. WHAT IS THIS LAWSUIT ABOUT?

On May 17, 2010, three plaintiffs filed this lawsuit on behalf of themselves and as the representative of a class of similarly situated persons, asserting nuisance and other claims, alleging their properties have been adversely impacted by a chrome ore processing plant and the generation, disposal and alleged historical failure to properly remediate hexavalent chromium contamination and COPR within the Settlement Class boundaries and at several locations along Route 440 in Jersey City known as Study Areas 5, 6, and 7 and Site 119. The COPR and alleged related hexavalent chromium contamination came from a chromium manufacturing facility formerly operated by the Mutual Chemical Company on Route 440 in Jersey City, New Jersey from 1895 until 1954. These three plaintiffs alleged that the generation, disposal and historical failure to properly remediate these chromium sites and associated contamination adversely impacted their use and enjoyment of and caused other property damage to their properties.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. A judge can determine that people who have similar claims are members of a class, except for those who exclude themselves from the class. U.S. District Judge Esther Salas in the United States District Court for the District of New Jersey is in charge of this class action.

4. WHY IS THERE A SETTLEMENT?

There has been no trial. Instead, the Plaintiffs and Honeywell agreed to settle this case to avoid the costs and risks of trial. The Settlement provides the opportunity for payment to eligible Class members. In exchange, under the Settlement, Class Members each give a release, which releases Honeywell for certain claims related to COPR or chromium contamination at Study Areas 5, 6, 7 and Site 119 and within the Settlement Class Boundaries.

**Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT**

Long-Form Notice - Class C

WHO IS IN THE SETTLEMENT

To see if you can get money from the Settlement, you first have to determine if you are a Class Member.

5. HOW DO I DETERMINE IF I'M IN THE CLASS?

If you received this notice in the mail without requesting it, land records show you may be a current or former owner of residential property covered by this case. That would make you a class member. A map showing the area covered by this case is attached.

The Settlement Class is divided into two Classes: "Class A" and "Class C." Land records show that you may be a member of "Class C".

The area of properties covered in **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.

If you are still not sure if you are in the Class, you can call 1-844-322-8243 to see if your property is included in the Settlement.

6. WHAT SHOULD I DO IF I MOVE?

If you move after receiving this notice and before the Settlement is finalized, in order to receive additional important notices including your payment if you are eligible for one, you must call the Claims Administrator at 1-844-322-8243 and give your new address.

THE SETTLEMENT

7. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement Agreement, available at the website, www.honeywelljerseycitysettlement.com, describes the details about the Settlement.

In general, the settlement requires Honeywell to place \$10,000,017,000 into a settlement fund to be distributed (after payment of certain expenses) to eligible class members. Thus, the settlement provides for a monetary payment to the owners of each eligible property in Class A and Class C.

BENEFITS

8. WHAT CAN I GET FROM THE SETTLEMENT?

The Settlement will provide cash payments to those who qualify. The amount of money you will receive will depend on how many people file a claim form seeking payment. The exact amount of any final payment to the property owners will depend on the Court's award of attorneys' fees and expenses, costs of administration, and the number of eligible

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.

PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class C

members participating. However, if all eligible properties participate, it is estimated that each eligible property would receive approximately \$1,850 in payment.

The amount any individual property owner receives will be calculated by the Claims Administrator and will be based on the duration of ownership during the period May 17, 2010 through October 1, 2014. If you were the sole property owner during this time period, you will receive the entire amount allocated to your property. If you owned the property during this period, but someone else owned the property either before or after you and also during this time period, payments for your property will be divided among you and the other owner.

9. WHAT IF I DID NOT OWN MY PROPERTY FOR THE ENTIRE TIME?

In order to be included in the settlement, you must have owned your property at any time during the period **May 17, 2010** through **October 1, 2014**.

If you owned property during this period, but someone else owned the property either before or after you and also during this time period, payments for your property will be divided among you and the other owner based on how long you each owned the property.

10. WHAT IF I INHERITED MY PROPERTY?

If you can demonstrate that you owned the property during the period **May 17, 2010** through **October 1, 2014** then you will be eligible to receive a payment.

11. WHAT IF THERE ARE MULTIPLE OWNERS OF MY PROPERTY AT THE SAME TIME?

If you file a valid claim, the Claims Administrator will write a single check payable to all co-owners of the property. The check will be mailed in care of the person to whom this notice was mailed.

12. WHAT AM I GIVING UP TO STAY IN THE CLASS?

Unless you exclude yourself from the Settlement (see Question 16), you can't sue, continue to sue, or be part of any other lawsuit against Honeywell to obtain any recovery for injury to property as a result of the disposal, presence, or migration of COPR on, at or from the chromium sites known as Study Areas 5, 6, and 7 and Site 119. It also means that all of the Court's decisions will bind you.

THE CLAIMS PROCESS

13. HOW CAN I GET A PAYMENT?

You must complete and return the enclosed Claim and Release Form along with proof that you owned the property at any time during the period May 17, 2010 through October 1, 2014. The Claim and Release Form explains the types of documents that you can submit to show proof of ownership. You can also submit the Claim and Release Form at the website www.honeywelljerseycitysettlement.com. Please carefully read the Claim and Release Form. If you still have questions about it or the documentation it requests, you can call 1-844-322-8243. If you submit an incomplete Claim and Release Form or

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.

PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class C

provide incomplete documentation, someone may reach out to you to get additional information.

14. WHEN WILL I GET MY PAYMENT?

The Court will hold a hearing on **Month Day, Year** at **Time x.m.** to decide whether to give final approval to the Settlement (*see* Question 23). If the Court approves the Settlement, and the Claims Administrator has determined that you have a valid claim, you should expect to receive your payment within 15 days of when the Settlement becomes final.

15. WHAT IF I DISAGREE WITH THE AMOUNT OF MY PAYMENT?

You have the right to ask the Claims Administrator or the Court to reconsider the decision on your claim if you believe that the Claims Administrator has incorrectly calculated the amount of any payment. Please review the letter carefully when you receive it because there are specific time limitations regarding the reconsideration process. More details are available in the Settlement Agreement, which is available at www.honeywelljerseycitysettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue Honeywell on your own about the issues in this case, then you must take steps to exclude yourself or "opt out". This is the only way to avoid giving Honeywell a Release.

16. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself or "opt out" from the Settlement, you must send a letter to the Claims Administrator that includes the following:

- Your name and address.
- The names and current addresses of any co-owners of land you own or owned identified as being in the Settlement Class.
- A statement saying that you want to be excluded from the Class,
- The address of the property at issue.
- Your signature.
- You must mail your exclusion request, postmarked no later than **Month Day, Year**, to:

Honeywell Jersey City Claims Administration
c/o GCG
PO Box 10122
Dublin, OH 43017-3122

17. IF I DON'T EXCLUDE MYSELF, CAN I SUE HONEYWELL FOR THE SAME THING LATER?

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class C

No. Unless you exclude yourself, you give up the right to sue Honeywell for the claims that the Settlement resolves.

18. IF I EXCLUDE MYSELF FROM THE SETTLEMENT, CAN I STILL GET A PAYMENT?

No. You will not get any money if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the case?

Yes. The Court has appointed the lawyers and firms listed below as “Class Counsel,” meaning that they were appointed to represent you and all Class Members:

Howard A. Janet,
Robert K. Jenner,
Kenneth M. Suggs
JANET, JENNER & SUGGS, LLC

and

Steven J. German,
Joel Rubenstein
GERMAN RUBENSTEIN LLP

Anthony Z. Roisman
NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.

You will not be charged for these lawyers. Their fees will be paid out of the settlement fund, as explained below. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. HOW WILL THE LAWYERS BE PAID?

The Court will decide how much Class Counsel and any other lawyers will be paid. Class Counsel will ask the Court for an award to cover costs and expenses, as well as for a fee award of \$2,504,250, or 25% of the total amount recovered for the Classes. Class Counsel will also request that \$10,000 be paid to each of the two Class Representatives who helped the lawyers on behalf of the whole Class, for a total of \$20,000. To review the attorneys’ request for fees in this case, go to www.honeywelljerseycitysettlement.com.

OBJECTING TO THE SETTLEMENT

21. HOW DO I TELL THE COURT THAT I DON’T LIKE THE SETTLEMENT?

Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT

Long-Form Notice - Class C

If you are a Class Member, you can object to the Settlement or to requests for fees and expenses by Class Counsel. To object, you must send a letter to the Court that includes the following:

- Your name and address,
- The title of the case, *Mattie Halley, et al. v. Honeywell International, Inc., et al.*
- A statement saying that you object to the Settlement in *Mattie Halley, et al. v. Honeywell International, Inc., et al.*
- The reasons you object, and
- Your signature.

Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than **Month Day, Year**, to the Court at the following address:

Hon. Esther Salas, United States District Judge

**Martin Luther King Building
& U.S. Courthouse
50 Walnut Street Room 4015
Newark, NJ 07101**

22. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and, if you submit a written objection and a Notice of Intention to Appear, you may ask to speak, but you do not have to speak.

23. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at **Time x.m.** on **Month Day, Year**, at the United States District Court for the District of New Jersey in Courtroom ###, before United States District Judge Esther Salas. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.honeywelljerseycitysettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT**

Long-Form Notice - Class C

24. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge Salas may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, to the proper address, the Court will consider it.

You may also pay your own lawyer to attend, but it's not necessary.

25. MAY I SPEAK AT THE HEARING?

If you submitted a written objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name and address,
- The title of the case,
- A statement that this is your "Notice of Intention to Appear," and
- Your signature.
- You must mail your Notice of Intention to Appear, postmarked no later than **Month Day, Year**, to the Claims Administrator

IF YOU DO NOTHING

26. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing you will be bound by what the court decides and you will give up your right to sue Honeywell for any of the claims in this lawsuit. **You will also not get any money from the Settlement.**

GETTING MORE INFORMATION

27. HOW DO I GET MORE INFORMATION?

You can visit the website at www.honeywelljerseycitysettlement.com, where you will find answers to common questions about the Settlement and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. If you still have questions, you can call 1-844-322-8243 toll-free or write to The Garden City Group, Inc. at www.honeywelljerseycitysettlement.com. Please do not contact the Court for further information.

**Questions? Call 1-844-322-8243 or Visit www.honeywelljerseycitysettlement.com.
PLEASE DO NOT CONTACT THE COURT**

EXHIBIT E

Short Form Publication Notice

LEGAL NOTICE

If you owned residential property near the former chromium plant on Route 440 in Jersey City, New Jersey at any time during the period May 17, 2010 through October 1, 2014, you may be eligible for a payment from a class action settlement.

Notice Of Proposed Class Action Settlement And Your Rights

*A federal court authorized this notice.
This is not a solicitation from a lawyer.*

Para una notificación en Español, visite www.honeywelljerseycitysettlement.com
o llame 1-844-322-8243

- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- A settlement has been reached between Honeywell International, Inc. and plaintiffs in a class action lawsuit in which the plaintiffs assert nuisance and other claims, alleging they and their properties have been adversely impacted by the generation, disposal and alleged historical failure to remediate chromium ore processing residue or "COPR" and associated hexavalent chromium at several locations along Route 440 in Jersey City, New Jersey known as Study Areas 5, 6, and 7, and Site 119 and at nearby residential properties. The COPR and associated hexavalent chromium came from a chromium manufacturing facility formerly operated by the Mutual Chemical Company from 1895 until 1954. **You may be entitled to receive money as a result of the proposed settlement.**
- Two different areas of residential properties are covered in the settlement: "Class A" and "Class C." Class A comprises an area within the vicinity of the former Mutual facility on Route 440. Class C generally comprises the residential development known as Society Hill, located to the West of Class A. If you owned residential property near the former chromium plant on Route 440 in Class A or Class C at any time during the period May 17, 2010 through October 1, 2014, you may be entitled to receive a settlement payment. **Please see the map below to determine if your property is covered by the settlement.**

Short Form Publication Notice



- The settlement requires Honeywell to place Ten Million Seventeen Thousand Dollars (\$10,017,000.00) into a settlement fund to be distributed (after payment of certain expenses) to eligible class members. The settlement provides for a monetary payment to the owners of each eligible property in Class A and Class C. The exact amount of any final payment to the property owners will depend on the Court's award of attorneys' fees and expenses, costs of administration, and the number of eligible members participating. However, if all eligible properties participate, it is estimated that each eligible property would receive approximately \$1,850 in payment. The exact amount any individual property owner receives will be calculated by the Claims Administrator and will be based on the duration of ownership during the period May 17, 2010 through October 1, 2014. If an individual was the sole property owner during this time period, s/he will receive the entire amount allocated to that property.
- TO RECEIVE A PAYMENT, YOU MUST FILL OUT A CLAIM AND RELEASE FORM and demonstrate that you own or owned property covered by the settlement.** The claim form is available online at www.honeywelljerseycitysettlement.com, or you can call 1-844-322-8243 to request that a form be sent to you. **You must return the claim and release form by {DATE}.**

Short Form Publication Notice

- **If you do not wish to participate in or be bound by the settlement, you must exclude yourself by filing an “opt-out notice” available at www.honeywelljerseycitysettlement.com, by {DATE}, or you will be barred from bringing any legal action against Honeywell related to COPR and alleged associated hexavalent chromium contamination at Study Areas 5, 6, 7, and Site 119 and the Settlement Class Areas. **If you exclude yourself, you will not receive any payment under the settlement.****
- The Court will hold a hearing in this case, *Halley, et al. v. Honeywell International, Inc., et al.*, No. 2:10-cv-3345, on {DATE} to consider whether to approve the settlement and class counsel’s request for fees, costs, and expenses. You have the right to appear at this hearing personally or through counsel at your own expense, although you do not have to.
- For more information, or to request a more detailed notice, go to www.honeywelljerseycitysettlement.com or call 1-844-322-8243.

EXHIBIT F

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

**MATTIE HALLEY, SHEM ONDITI,
LETICIA MALAVÉ, and SERGIO de la
CRUZ,**

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

Plaintiffs,

v.

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

Defendants.

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

**ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY
APPROVING CLASS-ACTION SETTLEMENT, AND APPROVING FORM AND
MANNER OF NOTICE**

Counsel for Plaintiffs and Honeywell have moved under Federal Rules of Civil Procedure 23(b) and (e) for an order: (1) certifying two settlement classes; (2) preliminarily approving a class settlement on the terms and conditions set forth in the Class Settlement Agreement (the “Settlement Agreement”); (3) appointing Settlement Class Counsel; (4) appointing a Claims Administrator; and (5) approving forms and the procedures for class notice. Terms capitalized herein and not defined shall have the meanings ascribed to them in the Settlement Agreement. The Court has reviewed and considered all papers filed in connection with the motion, including the Settlement Agreement, and all exhibits attached thereto, and has heard the presentations of counsel appearing with respect thereto. On the basis thereof, and on all of the files, records, and proceedings herein,

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties.

2. For settlement purposes only, this action may be maintained as a class action under Federal Rule of Civil Procedure 23 on behalf of Settlement Class A and Settlement Class C under the Settlement Agreement (collectively, the “Settlement Classes”), defined as follows:

Settlement Class A:

Persons who, on or after May 17, 2010, and up to and including October 1, 2014, own or owned any 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 and up to and including October 1, 2014 own or owned any residential 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.

3. In light of the agreement to settle the Action and the resulting elimination of individual issues that may otherwise have precluded certification of a litigation class, the prerequisites to class certification under Rule 23(a) are satisfied, to-wit:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law and fact common to members of the Settlement Classes;
- c. The claims of the Settlement Class Representatives meet the numerosity, commonality, typicality and adequacy requirements of Rule 23(a).
- d. The Settlement Class Representatives, represented by counsel experienced in complex litigation, will fairly and adequately protect the interests of the Settlement Classes.

4. In light of the agreement to settle the Action and the resulting elimination of individual issues that Honeywell contends preclude certification of a litigation class, the questions of law and fact common to all members of the Settlement Classes predominate over questions affecting only individual members of those Classes, and certification of the Settlement Classes is superior to other available methods for the fair and efficient resolution of this controversy, satisfying Rule 23(b)(3).

5. If the Settlement Agreement is not finally approved by the Court or for any reason does not become effective, the Settlement Classes shall be decertified, all Parties' rights to litigate all class issues will be restored to the same extent as if the Settlement Agreement had never been entered into, and no Party shall assert that another Party is estopped from taking any position relating to class certification.

6. Shem Onditi is hereby designated as the Settlement Class Representatives for the Class A Settlement Class and Sergio de la Cruz is hereby designated as the Settlement Class Representatives for the Class C Settlement Class.

7. The following counsel is designated and authorized to act as Settlement Class Counsel:

Howard A. Janet, Robert K. Jenner, and Kenneth M. Suggs of JANET, JENNER, & SUGGS LLC, Steven J. German and Joel Rubenstein of GERMAN RUBENSTEIN LLP, and Anthony Z. Roisman of NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.

8. The Settlement Agreement contains two Settlement Classes: Settlement Class A and Settlement Class C, which together comprise the Settlement Classes.

9. The members of the Settlement Classes who have not exercised their right to exclude themselves from the Settlement Classes agree to release Honeywell from all claims stemming from any and all manner of actions, causes of action, suits, debts, judgments, rights, demands, damages, compensation, injuries to business, 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 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 and into the future, including but not limited to property damage, remediation costs, business expenses, 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 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. The terms and conditions set forth in the Settlement Agreement place the Settlement Agreement within the range of fair and reasonable settlements, making appropriate further consideration at a hearing held pursuant to notice to the Settlement Class. The Court therefore preliminarily approves the Settlement Agreement and directs the parties to perform and satisfy the terms and conditions of the Settlement Agreement that are thereby triggered.

11. A hearing (the “Fairness Hearing”) shall be held on _____, 2014, _____ .m. before the undersigned in Courtroom No. 5A, United States Courthouse, United States District Court for the District of New Jersey.

12. The date of the Fairness Hearing will be included in the Notice of Proposed Class Action Settlement. The purpose of the Fairness Hearing will be to (a) determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and should be finally approved; (b) determine whether an order and judgment should be entered dismissing with prejudice the Non-Conspiracy and Conspiracy Claims of the Settlement Class Representatives against Honeywell and PPG and dismissing without prejudice 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, bringing the litigation of those claims to a conclusion, forever releasing Honeywell from all Released Claims, and permanently barring Class Members from

bringing any lawsuit or other action based on the Released Claims; and (c) consider other Settlement-related matters and appropriate attorneys' fees.

13. The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement without further notice to eligible members of the Settlement Classes, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification, and without further notice to eligible members of the Settlement Classes.

14. The Court appoints The Garden City Group, Inc. to serve as Claims Administrator.

15. The Court has reviewed the "Notice of Proposed Class Action Settlement and Your Rights" (the "Notice"), attached to the Settlement Agreement, as Exhibits D-1 and D-2, and the Publication Notice, attached to the Settlement Agreement as Exhibit E. The Court approves as to form the Notice and the Publication Notice. The Court also approves the method of directing notice to eligible members of the Settlement Classes, as set forth in paragraph 16 below.

16. Within 30 days of this Order, the Claims Administrator shall prepare and cause individual copies of the Notice to be sent by United States First Class Mail to eligible members of the Settlement Classes whose mailing addresses can be determined through reasonable effort. The Claims Administrator also shall mail copies of the Notice to any other potential members of the Settlement Classes that request copies or that otherwise come to its attention. The Claims Administrator shall also cause the Publication Notice, the content of which shall be substantially as set forth in Exhibit E to the Settlement Agreement, to be published in the Jersey Journal once a week for four consecutive weeks and will also make the Notice available on the website dedicated to this Settlement in both English and Spanish.

17. The Court finds that the foregoing plan for notice to eligible members of the Settlement Classes will provide the best notice practicable under the circumstances, and is in compliance with the requirements of Rule 23 and applicable standards of due process.

18. Prior to the Fairness Hearing, counsel for Honeywell and Settlement Class Counsel shall jointly file with the Court an affidavit from a representative of the Claims Administrator confirming that the plan for disseminating the Notice and the Publication Notice has been accomplished in accordance with the provisions of paragraph 16 above.

19. Members of the Settlement Classes who wish to exclude themselves from the Class must request exclusion within sixty (60) days of the date of the initial mailing of Notice, and in accordance with the instructions set forth in the Notice. Settlement Class Members who do not submit timely and valid requests for exclusion will be bound by the terms of the Settlement Agreement in the event it is approved by the Court and becomes effective, and by any orders and judgments subsequently entered in the Action, whether favorable or unfavorable, regardless of whether they submit a Claim and Release Form to the Claims Administrator. Members of the Settlement Classes who submit timely and valid requests for exclusion will not be bound by the terms of the Settlement Agreement or by any orders or judgments subsequently entered in the Action, and they may not submit a Claim and Release Form to the Claims Administrator.

20. Members of the Settlement Classes who do not request exclusion may submit written comments on or objections to the Settlement Agreement or other Settlement-related matters (including attorneys' fees) within sixty (60) days of the date of the initial mailing of Notice. Any Member of the Settlement Classes who has not requested exclusion may also attend the Fairness Hearing, in person or through counsel, and if the Member of the Settlement Classes has submitted written objections, may pursue those objections. No Member of the Settlement

Classes, however, shall be entitled to contest the foregoing matter in writing and/or at the Fairness Hearing unless the Member of the Settlement Classes has served and filed by first-class mail, postage prepaid and postmarked within sixty (60) days of the date of the initial mailing of Notice, copies of the statement of objection, together with any supporting brief and all other papers the Member of the Settlement Classes wishes the Court to consider (which must include the name and number of this case), and a notice of appearance from any counsel for the Class Member who intends to appear at the Fairness Hearing, provided, however, that counsel is not necessary as the Settlement Class Member may appear and personally object. Any such objection, brief, notice of appearance, or other related document must be mailed to the Court at the following address: Martin Luther King Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101.

21. Unless otherwise directed by the Court, any Class Member who does not submit a statement of objection in the manner specified above will be deemed to have waived any such objection.

22. During the Court's consideration of the Settlement Agreement and pending further order of the Court, all proceedings in this Action as related to Classes A and C, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

23. If the proposed Settlement Agreement is not approved by the Court or for any reason does not become effective, the Settlement Agreement will be regarded as nullified, certification of the Settlement Classes for settlement purposes will be vacated, and the steps and actions taken in connection with the proposed Settlement (including this Order (except as to this paragraph, paragraph 5, and paragraph 24) and any judgment entered herein) shall become void and have no

further force or effect. In such event, the parties and their counsel shall take such steps as may be appropriate to restore the pre-settlement status of the litigation.

24. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the Plaintiffs, Settlement Class Counsel, Honeywell, any Settlement Class Member, or any other person, of any liability or wrongdoing by any of them, or of any lack of merit in their claims or defenses, or of any position on whether any claims may or may not be certified as part of a class action for litigation purposes.

25. The court retains jurisdiction over this action, the Parties, and all matters relating to the Settlement Agreement.

IT IS SO ORDERED:

Date: _____
The Honorable Esther Salas
United States District Judge

EXHIBIT G

Website Notice

United States District Court
for the District of New Jersey

Mattie Halley, et al. v. Honeywell International Inc., et al.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND YOUR RIGHTS

A federal court authorized this notice. This is not a solicitation from a lawyer.

- Your legal rights are affected whether you act or don't act. Read this notice carefully.

OVERVIEW

- A settlement has been reached in a class action involving residential properties in and around Route 440 on the west side of Jersey City, New Jersey. These residential properties are located in neighborhoods in the vicinity of certain historical "chromium sites." The "chromium sites" are properties located along Route 440 where chromium chemical products were manufactured and on which chromium ore processing residue ("COPR") was disposed of between approximately 1895 and 1954. These sites are in various stages of remediation being performed by Honeywell International Inc. ("Honeywell"). The New Jersey Department of Environmental Protection has designated these chromium sites as "Study Areas 5, 6, and 7" and "Site 119."
- The settlement will pay eligible owners of residential real property identified in the area indicated in the map below to settle claims related to alleged loss of use and enjoyment, and other property damage, as a result of the presence of the chromium sites and alleged related hexavalent chromium contamination. The payments will be made in exchange for agreement to a release of claims against Honeywell as more fully set forth in this notice.

THE LAWSUIT

- On May 17, 2010, three plaintiffs filed this lawsuit on behalf of themselves and as the representatives of a class of similarly situated persons, asserting nuisance and other claims, alleging their properties have been adversely impacted by a chrome ore processing plant and the generation, disposal and alleged historical failure to properly remediate hexavalent chromium contamination and COPR within the Settlement Class boundaries and at several locations along Route 440 in Jersey City known as Study Areas 5, 6, and 7 and Site 119. The COPR and alleged related hexavalent chromium contamination came from a chromium manufacturing facility formerly operated by the Mutual Chemical Company on Route 440 in Jersey City, New Jersey from 1895 until 1954. These three plaintiffs alleged that the generation, disposal and historical failure to properly remediate these chromium sites and associated contamination caused a loss of use and enjoyment, and other property damages to properties in the surrounding neighborhoods.

Website Notice

THE SETTLEMENT

- There has been no trial in this case. Instead, the Plaintiffs and Honeywell agreed to settle this case to avoid the costs and risks of trial. The Settlement provides the opportunity for payment to eligible Class members. In exchange, under the Settlement, Class Members each give a release, which releases Honeywell for certain claims related to COPR or chromium contamination at Study Areas 5, 6, 7 and Site 119 and within the Settlement Class boundaries. (See the map below for the properties covered by the Settlement.)
- The settlement requires Honeywell to place Ten Million Seventeen Thousand Dollars (\$10,017,000.00) into a settlement fund to be distributed (after payment of certain expenses) to eligible class members. The settlement provides for a monetary payment to the owners of each eligible property in Class A and Class C. The exact amount of any final payment to the property owners will depend on the Court's award of attorneys' fees and expenses, costs of administration, and the number of eligible members participating. However, if all eligible properties participate, it is estimated that each eligible property would receive approximately \$1,850 in payment.
- You can review the complete Settlement Agreement [here](#).

PROPERTIES BY COVERED BY THE SETTLEMENT

- Two different areas of residential properties are covered in the settlement: "Class A" and "Class C". Class A comprises an area within the vicinity of the former Mutual facility on Route 440. Class C generally comprises the residential development known as Society Hill, located to the West of Class A. **If you owned residential property in Class A or Class C during the period May 17, 2010 through October 1, 2014**, you may be entitled to receive a **settlement** payment. Please see the map below to determine if your property is covered by the **settlement**.

Website Notice



- The Settlement Class is divided into two Classes: “Class A” and “Class C.”
- The area of the properties covered in **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. Class A includes properties located on both sides of the boundary streets.
- The area of properties covered in **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

Website Notice

includes properties located on both sides of the boundary streets contained in the class definition.

- If you are not sure if you are in the Class, you can call 1-844-322-8243 to see if your property is included in the Settlement.

BENEFITS

WHAT CAN I GET FROM THE SETTLEMENT?

- The Settlement will provide cash payments to those who qualify. The exact amount of any final payment to the property owners will depend on the Court's award of attorneys' fees and expenses, the costs of administration, and the number of eligible members participating. However, if all eligible properties participate, it is estimated that each eligible property would receive approximately \$1,850 in payment.

The amount any individual property owner receives will be calculated by the Claims Administrator and will be based on the duration of ownership during the period May 17, 2010 through October 1, 2014. If you were the sole property owner during this time period, you will receive the entire amount allocated to your property. If you owned the property during this period, but someone else owned the property either before or after you and also during this time period, payments for your property will be divided among you and the other owner.

WHAT IF I DID NOT OWN MY PROPERTY FOR THE ENTIRE TIME?

- In order to be included in the settlement, you must have owned your property at any time during the period **May 17, 2010** through **October 1, 2014**.
- If you owned property during this period, but someone else owned the property either BEFORE OR AFTER YOU DURING THIS TIME PERIOD, payments for your property will be divided among you and the other owner based on the amount of time each person owned the property.

WHAT IF I INHERITED MY PROPERTY?

- If you can demonstrate that you owned the property during the period **May 17, 2010** through **October 1, 2014** then you will be eligible to receive a payment.

WHAT IF THERE ARE MULTIPLE OWNERS OF MY PROPERTY AT THE SAME TIME?

- If you file a valid claim, the Claims Administrator will write a single check payable to all co-owners of the property. The check will be mailed in care of the person to whom this notice was mailed.

WHAT AM I GIVING UP TO STAY IN THE CLASS?

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- Unless you exclude yourself from the Settlement, you can't sue, continue to sue, or be part of any other lawsuit against Honeywell to obtain any recovery for injury to property in the Settlement Class Areas as a result of the disposal, presence, or migration of COPR on, at or from the chromium sites known as Study Areas 5, 6, and 7 and Site 119. It also means that all of the Court's decisions will bind you.

THE CLAIMS PROCESS

HOW CAN I GET A PAYMENT?

- **TO RECEIVE A PAYMENT, YOU MUST FILL OUT A CLAIM AND RELEASE FORM** and demonstrate that you own or owned property covered by the settlement. The claim form is available [here](#), or you can call 1-844-322-8243 to request that a form be sent to you. You must return the claim and release form by {DATE}.
- Please carefully read the Claim and Release Form. If you still have questions about it or the documentation it requests, you can call 1-844-322-8243. If you submit an incomplete Claim and Release Form or provide incomplete documentation, someone may reach out to you to get additional information.

WHEN WILL I GET MY PAYMENT?

- The Court will hold a hearing on **Month Day, Year at Time x.m.** to decide whether to give final approval to the Settlement (*see* Question 23). If the Court approves the Settlement, and the Claims Administrator has determined that you have a valid claim, you should expect to receive your payment within 15 days of when the Settlement becomes final.

WHAT IF I DISAGREE WITH THE AMOUNT OF MY PAYMENT?

- You have the right to ask the Claims Administrator or the Court to reconsider the decision on your claim if you believe that the Claims Administrator has incorrectly calculated the amount of any payment. Please review the letter carefully when you receive it because there are specific time limitations regarding the reconsideration process. More details are available in the Settlement Agreement, which is available [here](#).

EXCLUDING YOURSELF FROM THE SETTLEMENT

- If you don't want a payment from the Settlement, and you want to keep the right to sue Honeywell on your own about the issues in this case, then you must take steps to exclude yourself or "opt out". This is the only way to avoid giving a Honeywell a Release.

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- To exclude yourself or “opt out” from the Settlement, you must send a letter to the Claims Administrator that includes the following:
 - Your name and address.
 - The names and current addresses of any co-owners of land you own or owned identified as being in the Settlement Class.
 - A statement saying that you want to be excluded from the Class,
 - The address of the property at issue.
 - Your signature.
 - You must mail your exclusion request, postmarked no later than **Month Day, Year**, to:

Honeywell Jersey City Claims Administration
c/o GCG
PO Box 10122
Dublin, OH 43017-3122

IF I DON'T EXCLUDE MYSELF, CAN I SUE HONEYWELL FOR THE SAME THING LATER?

- No. Unless you exclude yourself, you give up the right to sue Honeywell for the claims that the Settlement resolves.

IF I EXCLUDE MYSELF FROM THE SETTLEMENT, CAN I STILL GET A PAYMENT?

- No. You will not get any money from the Settlement if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

- Yes. The Court has appointed the lawyers and firms listed below as “Class Counsel,” meaning that they were appointed to represent you and all Class Members:

Howard A. Janet,
Robert K. Jenner,
Kenneth M. Suggs

JANET, JENNER & SUGGS, LLC

and

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Steven J. German,
Joel Rubenstein
GERMAN RUBENSTEIN LLP

and

Anthony Z. Roisman
NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.

- You will not be charged for these lawyers. Their fees will be paid out of the settlement fund, as explained below. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

- The Court will decide how much Class Counsel will be paid. Class Counsel will ask the Court for an award to cover costs and expenses, as well as for a fee award of \$2,504,250, or 25% of the total amount recovered for the Classes. Class Counsel will also request that \$10,000 be paid to each of the two Class Representatives who helped the lawyers on behalf of the whole Class, for a total of \$20,000. To review the attorneys' request for fees in this case, click [here](#).

OBJECTING TO THE SETTLEMENT

HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

- If you are a Class Member, you can object to the Settlement or to requests for fees and expenses by Class Counsel. To object, you must send a letter to the Court that includes the following:
 - Your name and address,
 - The title of the case, *Mattie Halley, et al. v. Honeywell International, Inc., et al.*
 - A statement saying that you object to the Settlement in *Mattie Halley, et al. v. Honeywell International, Inc., et al.*
 - The reasons you object, and
 - Your signature.
- Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than **Month Day, Year**, to the Court at the following address:

Hon. Esther Salas, United States District Judge
Martin Luther King Building
& U.S. Courthouse

Website Notice

**50 Walnut Street Room 4015
Newark, NJ 07101**

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

- Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

- The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and, if you submit a written objection and a Notice of Intention to Appear, you may ask to speak, but you don't have to.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

- The Court will hold a Fairness Hearing at **Time x.m. on Month Day, Year**, at the United States District Court for the District of New Jersey in Courtroom ###, before United States District Judge Esther Salas. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [here](#).
- At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

DO I HAVE TO COME TO THE HEARING?

- No. Class Counsel will answer questions Judge Salas may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, to the proper address, the Court will consider it.

You may also pay your own lawyer to attend, but it's not necessary.

MAY I SPEAK AT THE HEARING?

- If you submitted a written objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:
 - Your name and address,
 - The title of the case,

Website Notice

- A statement that this is your “Notice of Intention to Appear,” and
- Your signature.
- You must mail your Notice of Intention to Appear, postmarked no later than **Month Day, Year**, to the Claims Administrator.

IF YOU DO NOTHING

WHAT HAPPENS IF I DO NOTHING AT ALL?

- If you do nothing you will be bound by what the court decides and you will give up your right to sue Honeywell for any of the claims in this lawsuit. **You will also not get any money from the Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim and Release Form Along with Proof of Property Ownership	This is the only way you can get a payment. A Claim and Release Form is enclosed and must be returned with proof of property ownership within 60 days of the date of this letter.
Exclude Yourself or “Opt-Out” from the Settlement	If you exclude yourself or “opt out,” you get no money from the settlement. Excluding yourself of “opting out” is the only option that allows you to ever to be part of any other lawsuit against Honeywell about the legal claims in this case.
Object	If you do not exclude yourself, you may write to the Court about why you don't like the Settlement.
Go to a Hearing	If you object, you may also ask to speak in Court about the fairness of the Settlement.
Do Nothing	If you do nothing, you will get no payment. You will also give up your rights to ever sue Honeywell about the legal claims in this case.

GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION?

- You will find answers to common questions about the Settlement and other information to help you determine whether you are a Class Member and whether you are eligible for a payment on this website: www.honeywelljerseycitysettlement.com. If you still have questions, you can call 1-844-322-8243 toll-free or write to The Garden City Group, Inc. at

Honeywell Jersey City Claims Administration
c/o GCG
PO Box 10122

Website Notice

Dublin, OH 43017-3122

Please do not contact the Court for further information.

EXHIBIT H-1

Halley, et al. v. Honeywell International, Inc., et al.
Class A Claim and Release Form

Owner Mailing Address:

<<Owner Name>>

<<Owner Address 1>>

<<Owner Address 2>>

<<City, State Zip>>

Covered Property Information:

<<Address>>

<<County, State>>

INSTRUCTIONS

If you own or owned 1-4 family residential (Class 2) property in the area identified as “Class A” on the below map during the period **May 17, 2010 through October 1, 2014**, you may be eligible for a settlement payment in this lawsuit against Honeywell International, Inc. if the final settlement is approved by the Court. **YOU MUST COMPLETE THIS CLAIM AND RELEASE FORM IN ORDER TO RECEIVE A SETTLEMENT PAYMENT.** The exact amount of any final payment to class members will depend on the Court’s award of attorneys’ fees and expenses, costs of administration, and the number of eligible members participating. The amount any individual property owner receives will be calculated by the Claims Administrator and will be based on the duration of ownership during the period May 17, 2010 through October 1, 2014.

This Claim and Release Form and any required documentation must be postmarked no later than Month Day, Year. You may also complete this claim and release form online at: www.honeywelljerseycitysettlement.com.

Please go to www.honeywelljerseycitysettlement.com for more details on documentation that can support your claim and other information. If you still have questions, you can call 1-844-322-8243.

CONTACT INFORMATION		
Name:	_____	_____
	(First)	(Middle)
		(Last)
Telephone No.:	____ - ____ - _____	
Email Address:	_____	
Current Mailing Address:	_____	_____
	(Street)	(Unit/Apt #)

<div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> _____ _____ _____ </div> <div style="display: flex; justify-content: space-between;"> (City) (State) (Zip Code) </div>
Social Security No.: ____ - ____ - ____ ~OR~ Tax ID No.: ____ - ____ - ____ - ____ - ____

PROPERTY OWNERSHIP INFORMATION
<p>If you believe you own or owned eligible property, please provide the following information and supply the required proof of ownership information. If you own or owned more than one property in the “Class A” area, please contact 1-844-322-8243 to request additional claim forms. One claim form must be submitted for each property you own.</p>
Address of Eligible Property: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> (Street) (Unit/Apt #) </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> _____ _____ _____ </div> <div style="display: flex; justify-content: space-between;"> (City) (State) (Zip Code) </div>
<p>Period of Ownership</p> <p>1. When did you purchase or acquire the Property: ____ / ____ (Month, Year)</p> <p>2. Do you currently own the Property? Yes No</p> <p><i>If your answer to Question 2 is “No”, please answer question 3. If your answer to this question is “Yes”, please skip to question 4.</i></p> <p>3. If you do not <u>currently</u> own the Property, when did you transfer your interest in, or sell, the Property? ____ / ____ (Month, Year)</p> <p>4. Do you currently, or did you previously, own the property with anyone else (for example, a spouse)?</p> <p style="padding-left: 40px;">Yes No</p> <p>5. If your answer to Question 4 is “Yes,” please list all other co-owners of the Property. Note: Each co-owner must either complete his or her own Claim and Release Form or sign the Release Form below.</p> <div style="margin-top: 10px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: flex-start; padding-left: 5px;">(Co-owner #1)</div> </div> <div style="margin-top: 10px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: flex-start; padding-left: 5px;">(Co-owner #2)</div> </div> <div style="margin-top: 10px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: flex-start; padding-left: 5px;">(Co-owner #3)</div> </div>

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PROOF OF OWNERSHIP
<p>The following documents are sufficient to establish proof of ownership. Please attach a copy of one of the following, and check the box for the document you are attaching:</p> <p><input type="checkbox"/> Deed or Certificate of Title to your Property</p> <p><input type="checkbox"/> Property Tax Assessment</p> <p><input type="checkbox"/> Property Tax Bill</p> <p><input type="checkbox"/> Affidavit of Ownership (attached)</p> <p><input type="checkbox"/> If you <u>currently</u> own the Property, you may also go to this website http://www.njactb.org and search for your name or property address under "Record Search." Select the "Current Owner / Assessment List" for Hudson County / Jersey City, search for your property, and print out the results.</p> <p><i>Please note that proof of ownership of the Property will be subject to verification.</i></p>

SIGN AND DATE THE CLAIM AND RELEASE FORM
<p>You must sign the Claim and Release Form under penalty of perjury. Therefore, make sure it is truthful.</p> <p>Certification: I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; and (2) I believe, in good faith, that I currently own title to the Covered Property listed above <u>or</u> that I previously owned title to the Covered Property for some period during the period May 17, 2010 through October 1, 2014.</p> <p>Release of Claims: In exchange for and upon receipt of the settlement payment for which I am submitting this claim form, I hereby RELEASE and am forever barred from bringing against Honeywell International Inc. 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 I 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 Claims Form 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 this Claims Form, 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 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. For</p>

the purposes of this release, the term Honeywell International Inc. includes Honeywell International Inc. and its predecessors, successors, affiliates, assigns, and any related or affiliated companies or other entities, and the employees and agents of each of them.

Property Owner's Signature:

Co-Owner's Signature:

Print Name:

Print Name:

Date: _____

Date: _____

Dates of Property Ownership: _____

If the Property Owner/Claimant is other than an individual or is submitting this form as a legal representative for the actual Property Owner/Claimant, the following additional certification must be provided under penalty of perjury: (1) I am an employee, partner, officer, guardian, or trustee of the Property Owner/Claimant, and as such I am authorized to sign this Claim and Release Form on behalf of the Property Owner/Claimant; or (2) I am otherwise legally authorized to sign this Claim and Release Form on behalf of the Property Owner/Claimant.

Name of Person Signing (type or print)

Capacity of Person Signing
(Guardian, Executor, President, Trustee, etc.)

Signature

Date

SUBMIT YOUR CLAIM AND RELEASE FORM

Mail this completed Claim Form, and required documentation, postmarked **on or before Month Day, Year**, to:

Honeywell Jersey City Claims Administration
c/o GCG
PO Box 10122
Dublin, OH 43017-3122

You may also complete this claim and release form online at:
www.honeywelljerseycitysettlement.com.

EXHIBIT H-2

Halley, et al. v. Honeywell International, Inc., et al.
Class C Claim and Release Form

Owner Mailing Address:

<<Owner Name>>

<<Owner Address 1>>

<<Owner Address 2>>

<<City, State Zip>>

Covered Property Information:

<<Address>>

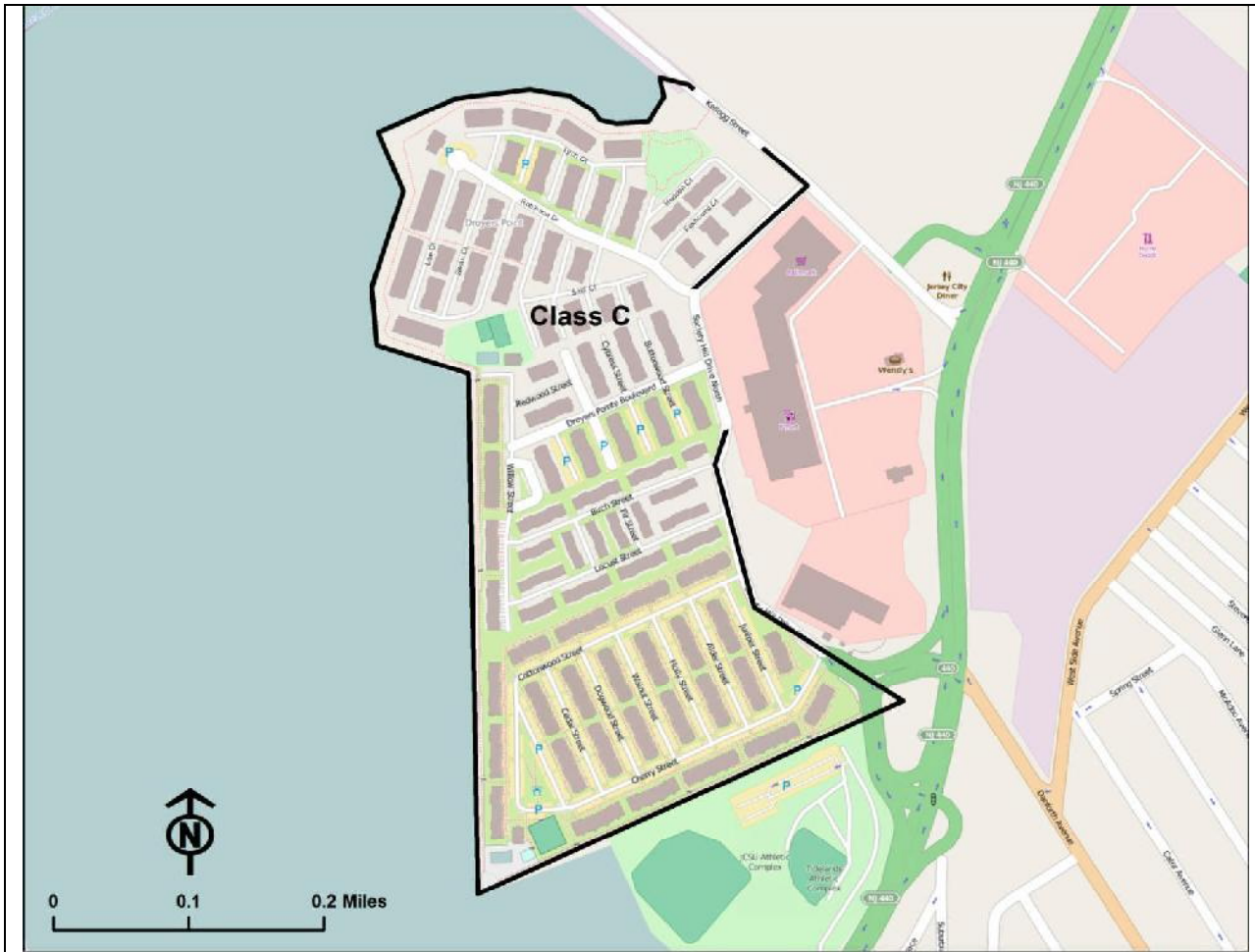
<<County, State>>

INSTRUCTIONS

If you own or owned 1-4 family residential (Class 2) property in the area identified as “Class C” on the below map during the period **May 17, 2010 through October 1, 2014**, you may be eligible for a settlement payment in this lawsuit against Honeywell International, Inc. if the final settlement is approved by the Court. **YOU MUST COMPLETE THIS CLAIM AND RELEASE FORM IN ORDER TO RECEIVE A SETTLEMENT PAYMENT.** The exact amount of any final payment to class members will depend on the Court’s award of attorneys’ fees and expenses, costs of administration, and the number of eligible members participating. The amount any individual property owner receives will be calculated by the Claims Administrator and will be based on the duration of ownership during the period May 17, 2010 through October 1, 2014.

This Claim and Release Form and any required documentation must be postmarked no later than Month Day, Year. You may also complete this claim and release form online at: www.honeywelljerseycitysettlement.com.

Please go to www.honeywelljerseycitysettlement.com for more details on documentation that can support your claim and other information. If you still have questions, you can call 1-844-322-8243.



Note: 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.

CONTACT INFORMATION		
Name: _____ <div style="display: flex; justify-content: space-around; font-style: italic;"> (First) (Middle) (Last) </div>		
Telephone No.: ____ - ____ - ____		
Email Address: _____		
Current Mailing Address: _____ <div style="display: flex; justify-content: space-between; font-style: italic;"> (Street) (Unit/Apt #) </div>		

Tax ID No.: _____ - _____

If you believe you own or owned eligible property, please provide the following information and supply the required proof of ownership information. If you own or owned more than one property in the “Class C” area, please contact 1-844-322-8243 to request additional claim forms. One claim form must be submitted for each property you own.

Address of Eligible Property: _____
(Street) (Unit/Apt #)

 (City) (State) (Zip Code)

1. When did you purchase or acquire the Property: ____ / ____ (Month, Year)

2. Do you currently own the Property? Yes No

If your answer to Question 2 is “No”, please answer question 3. If your answer to this question is “Yes”, please skip to question 4.

3. If you do not currently own the Property, when did you transfer your interest in, or sell, the Property? ____ / ____ (Month, Year)

4. Do you currently, or did you previously, own the property with anyone else (for example, a spouse)?

Yes No

5. If your answer to Question 4 is "Yes," please list all other co-owners of the Property. **Note: Each co-owner must either complete his or her own Claim and Release Form or sign the Release Form below.**

(Co-owner #1)

(Co-owner #2)

(Co-owner #3)

PROOF OF OWNERSHIP

The following documents are sufficient to establish proof of ownership. Please attach a copy of one of the following, and check the box for the document you are attaching:

- ☐ Deed or Certificate of Title to your Property
- ☐ Property Tax Assessment
- ☐ Property Tax Bill
- ☐ Affidavit of Ownership (attached)
- ☐ If you currently own the Property, you may also go to this website <http://www.njactb.org> and search for your name or property address under "Record Search." Select the "Current Owner / Assessment List" for Hudson County / Jersey City, search for your property, and print out the results.

Please note that proof of ownership of the Property will be subject to verification.

SIGN AND DATE THE CLAIM AND RELEASE FORM

You must sign the Claim and Release Form under penalty of perjury. Therefore, make sure it is truthful.

Certification: I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; and (2) I believe, in good faith, that I currently own title to the Covered Property listed above or that I previously owned title to the Covered Property for some period during the period May 17, 2010 through October 1, 2014.

Release of Claims: In exchange for and upon receipt of the settlement payment for which I am submitting this claim form, I hereby RELEASE and am forever barred from bringing against Honeywell International Inc. 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 I 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 Claims Form 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 this Claims Form, 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 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. For the purposes of this release, the term Honeywell International Inc. includes Honeywell International Inc.

and its predecessors, successors, affiliates, assigns, and any related or affiliated companies or other entities, and the employees and agents of each of them.

Property Owner's Signature:

Co-Owner's Signature:

Print Name:

Print Name:

Date: _____

Date: _____

Dates of Property Ownership: _____

If the Property Owner/Claimant is other than an individual or is submitting this form as a legal representative for the actual Property Owner/Claimant, the following additional certification must be provided under penalty of perjury: (1) I am an employee, partner, officer, guardian, or trustee of the Property Owner/Claimant, and as such I am authorized to sign this Claim and Release Form on behalf of the Property Owner/Claimant; or (2) I am otherwise legally authorized to sign this Claim and Release Form on behalf of the Property Owner/Claimant.

Name of Person Signing (type or print)

Capacity of Person Signing
(Guardian, Executor, President, Trustee, etc.)

Signature

Date

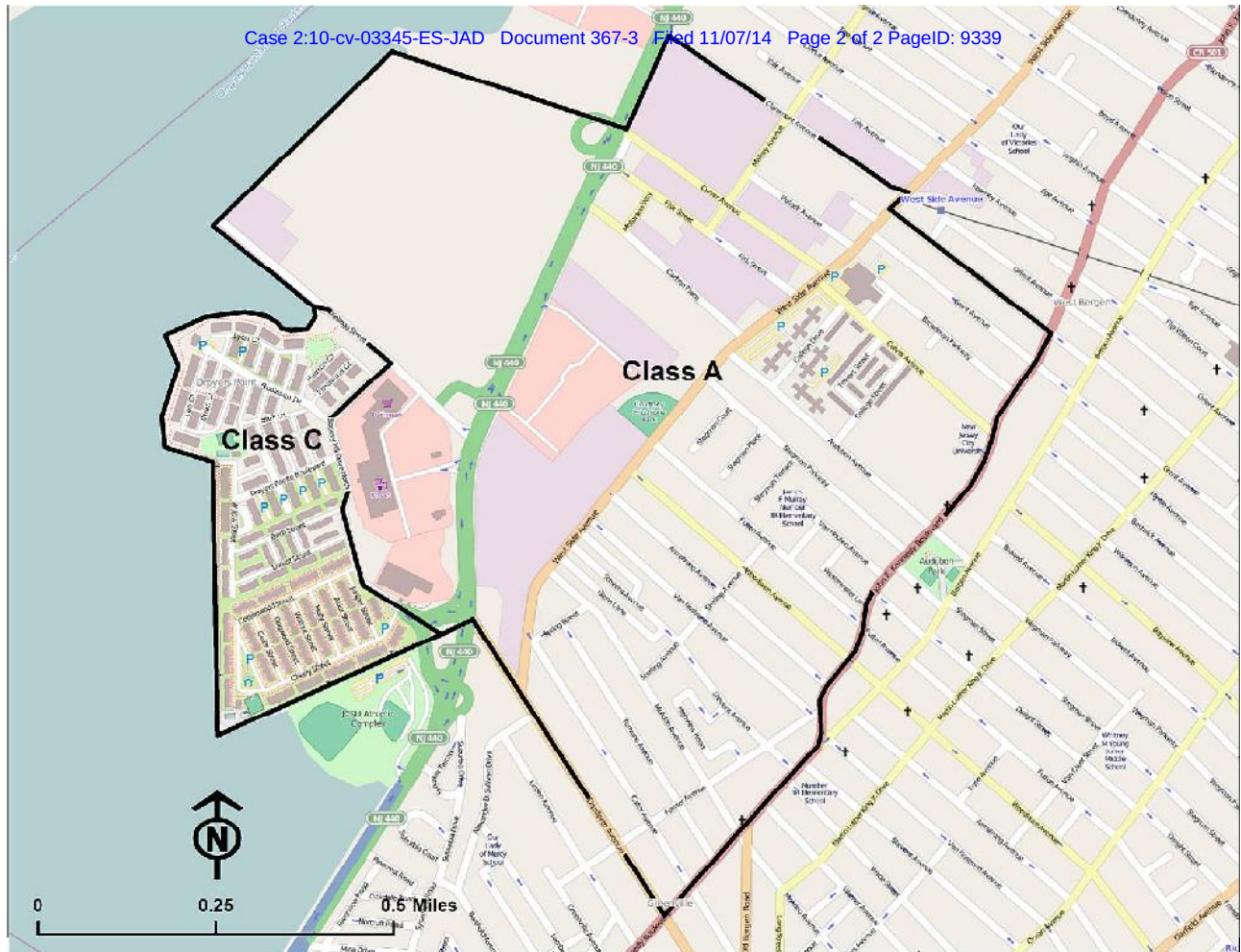
SUBMIT YOUR CLAIM AND RELEASE FORM

Mail this completed Claim Form, and required documentation, postmarked **on or before Month Day, Year**, to:

Honeywell Jersey City Claims Administration
c/o GCG
PO Box 10122
Dublin, OH 43017-3122

You may also complete this claim and release form online at:
www.honeywelljerseycitysettlement.com.

ATTACHMENT B



ATTACHMENT C



CORPORATE RESUME

GCG – The Garden City Group, Inc. – a wholly owned subsidiary of Crawford & Company, the leading risk adjusting firm in the world (NYSE symbols CRD.A/CRD.B) – is the premier provider of legal administration services in the United States. Law firms, corporations, governmental agencies, and courts have involved GCG when facing administrative challenges in connection with a class action, a mass action, a bankruptcy proceeding and other projects requiring the coordination of outreach, communication, and distribution of funds throughout the United States for thirty years. To date, GCG has administered some of the largest actions of all time, including those involving consumer, securities, antitrust, product defect, ERISA, employment, human rights and mass tort claims¹.

LOCATIONS

With headquarters in both New York and Seattle, GCG truly has a national footprint. We have ten offices nationwide that allow us to be present in a way that is important for a national practice. We have call and processing centers in Ohio and Louisiana that incorporate state-of-the-art mail and claim processing and an industry leading Call Center team staffed with experienced call agents and supervisors.

GCG'S PERSONNEL

GCG is the country's largest and most experienced settlement administrator with over 1,000 employees nationwide and the only one to have over 100 former attorneys on staff, including many who practiced class action and mass tort law. GCG's Executive Management Team - David Isaac, GCG's Chief Executive Officer; Neil Zola, GCG's President; Karen Shaer, GCG's Senior Executive Vice President and General Counsel; and Jennifer Keough, GCG's Executive Vice President and Chief Operating Officer - are the most experienced in the industry.

Our current personnel have substantial experience, measured both by their years at GCG administering settlements and by their years of experience in related endeavors, such as prior claims administration work, class action and mass tort litigation, brokerage, banking and information technology consulting. And our professionals have extensive training, both on-the-job and formal, such as undergraduate and advanced business, information technology and law degrees, and they possess and/or have had licenses and certifications (e.g., CPA, CFA, Series 3, Series 4, and Series 7, etc.) in disciplines that are germane to class and mass administrations.

QUALITY ASSURANCE & FRAUD PREVENTION

GCG is the only class action administrator with independent Quality Assurance ("QA") personnel. The QA group works in tandem with the Operations team to ensure that all court/settlement requirements are satisfied, that deadlines are met and that the administration project is handled promptly and accurately. In January 2013, GCG became the first and only administrator to obtain the American Institute of Certified Public Accountants' (the "AICPA") Service Organization Controls ("SOC") 2 Report. In that Report an independent auditor attested that GCG's claims administration process is designed to meet the rigorous Trust Services Criteria that the AICPA established for each of its five Trust Service Principles: Security, Availability, Processing Integrity, Confidentiality and Privacy. No other administrator may tout this prestigious credential. Also, in each of the independent

¹ A non-exhaustive list of GCG's major class action administrations is set forth below.



CORPORATE RESUME

examinations of GCG administrations conducted in the past several years, GCG's settlement processing has been found to be at least 99.97% accurate in ten separate instances, including in five SEC Fair Fund administrations. GCG's policies and procedures also meet the security and privacy standards outlined in the Health Insurance Portability and Accountability Act ("HIPAA"). GCG also operates a separate fraud prevention and compliance program, which is anchored by our General Counsel, Karen Shaer.

SYSTEMS

The GCG's Systems Department manages our proprietary technology and develops state-of-the-art systems for our projects. Our technology allows us to provide efficient, cost-effective services to our clients, while protecting the security of confidential information. Our system is stalwart enough to house massive amounts of data, but nimble enough to allow for a customized client portal that provides several different levels of access and security clearance for our clients to interact with that data 24/7/365.

MILESTONES & ACHIEVEMENTS

2014 marks GCG's thirtieth year in business. During that time, we have worked with leading law firms, Fortune 500 companies and state and government agencies to provide legal administration services, including noticing and communication, data management, claims processing, and award disbursement. We have handled some of the most significant and landmark administrations of all time, including:

- *WorldCom Securities Litigation* – This administration involved a \$6 billion settlement fund from 14 separate settlements. We provided notice of the settlement to 4 million people three separate times as a result of new, related settlements. GCG processed nearly 1 million claims at an independently-measured accuracy level of 99.97%.
- *Bank of America Securities Litigation* – GCG administered this \$2.4 billion settlement requiring 6.2 million notices to class members.
- *General Motors Chapter 11 Proceeding* – GCG handled this bankruptcy, which was one of the largest bankruptcy proceedings by assets in United States history
- *American Airlines Chapter 11 Proceeding* – GCG is administering this Chapter 11 proceeding, another of the largest bankruptcy proceedings by assets in United States history.
- *BP Deepwater Horizon Gulf Oil Spill Settlement Programs* – GCG administered the \$20 billion Gulf Coast Claims Facility set up in response to the BP Deepwater Horizon oil spill in the Gulf of Mexico. We are also handling the \$7.8 billion DWH Settlement Program related to that same incident.
- *American Indians Trust Settlement* – GCG is working with the Department of Justice to administer the \$3.4 billion Native American Trust Settlement. In connection with this project, GCG has sent notice to 700,000 individuals and handled millions of minutes of telephone calls with potential participants.
- *Engle Trust Fund* -- GCG administered the \$800 million Engle Trust Fund established to compensate Florida smokers, former smokers and their survivors.
- *Visa Check/Mastermoney Antitrust Litigation* – GCG administered this landmark, \$3.05 billion settlement.
- *Classmates.com Litigation* – GCG sent 55 million notices by email in this massive consumer litigation. We also processed 700,000 claims.

SETTLEMENT VALUE			
Case	Value	Case	Value
<i>Gulf Coast Claims Facility</i>	\$20 billion	<i>Indirect Vitamin Products Antitrust</i>	\$225 million
<i>Bank of New York Mellon</i>	\$8.50 billion	<i>Tenet Healthcare Securities</i>	\$217 million
<i>WorldCom Securities</i>	\$6.13 billion	<i>Sears Securities</i>	\$215 million
<i>Indian Trust Settlement</i>	\$3.40 billion	<i>Washington Mutual, Inc. Securities</i>	\$209 million
<i>Tyco Securities</i>	\$3.20 billion	<i>Mills Corporation</i>	\$203 million
<i>VisaCheck/MasterMoney Antitrust</i>	\$3.05 billion	<i>Kinder Morgan, Inc.</i>	\$200 million
<i>In re Bank of America Corp. Securities Derivative & ERISA Litigation</i>	\$2.425 billion	<i>Tobacco Growers Antitrust</i>	\$200 million
<i>Nortel Networks Securities</i>	\$2.40 billion	<i>CMS Energy Securities</i>	\$200 million
<i>Claims Resolution Tribunal (Swiss Bank)</i>	\$1.25 billion	<i>WellCare Securities</i>	\$200 million
<i>Royal Ahold Securities</i>	\$1.10 billion	<i>Lease Oil Antitrust</i>	\$194 million
<i>Exxon Dealer</i>	\$1.08 billion	<i>Music Publisher's Settlement</i>	\$184 million
<i>Engle Trust Fund</i>	\$800 million	<i>Bristol Myers Squibb Securities</i>	\$180 million
<i>Bristol Myers Securities</i>	\$750 million	<i>Maxim Integrated Products, Inc. Securities</i>	\$173 million
<i>In re Citigroup Inc. Bond Litigation</i>	\$730 million	<i>Dollar General Securities</i>	\$172 million
<i>In re Wachovia Preferred Securities and Bond/Notes Litigation</i>	\$627 million	<i>First Colony Life Insurance Company</i>	\$165 million
<i>In re Citigroup Inc. Securities Litigation</i>	\$590 million	<i>Broadcom Corporation</i>	\$161 million
<i>IPO Securities</i>	\$586 million	<i>Fannie Mae Securities Litigation</i>	\$153 million
<i>Lucent Technologies Inc. Securities</i>	\$517 million	<i>In re Buspirone</i>	\$145 million
<i>Lehman Brothers Equity/Debt Securities Litigation</i>	\$516 million	<i>Napster Copyright</i>	\$130 million
<i>Auction Houses Antitrust</i>	\$512 million	<i>Delphi Corporation Securities</i>	\$129 million
<i>Countrywide MBS Settlement</i>	\$500 million	<i>Bristol Myers Squibb Co Securities</i>	\$125 million
<i>Global Crossing Securities</i>	\$447 million	<i>Wells Fargo Mortgage Backed Certificates Litigation</i>	\$125 million
<i>Freddie Mac Securities</i>	\$410 million	<i>Expedia, Inc.</i>	\$123 million
<i>Refco, Inc.</i>	\$405 million	<i>In re Deutsch Telecom AG Securities</i>	\$120 million
<i>Western Union – Mexico Money Transfer</i>	\$380 million	<i>Philip Morris Securities</i>	\$115 million
<i>Hillenbrand Antitrust</i>	\$338 million	<i>StarLink Corn Products</i>	\$110 million
<i>Williams Securities</i>	\$311 million	<i>CVS Corporation Securities</i>	\$110 million
<i>Daimler/Chrysler AG Securities</i>	\$300 million	<i>In re El Paso Corporation</i>	\$110 million
<i>BNYM Securities Lending Settlement</i>	\$280 million	<i>Lee v. Allstate</i>	\$101 million
<i>In re Bear Stearns Companies, Inc.</i>	\$275 million	<i>American Exp. Fin. Advisors Securities</i>	\$100 million

NOTICES SENT			
Case	Notices	Case	Notices
<i>VisaCheck/MasterMoney Antitrust</i>	26,000,000	<i>Nortel Networks Securities</i>	2,480,000
<i>IPO Securities</i>	25,000,000	<i>In re Citigroup Inc. Securities Litigation</i>	2,470,000
<i>In re Webloyalty</i>	20,000,000	<i>Tyco Securities</i>	2,450,000
<i>Browning v. Yahoo</i>	19,000,000	<i>America On-Line Cancellation</i>	2,300,000
<i>Cruz v. Western Union Money Transfer</i>	18,000,000	<i>Invesco Sub-Track Mutual Fund</i>	2,250,000
<i>Experian Information Solutions, Inc.</i>	15,140,000	<i>Yahoo! Personals</i>	2,100,000
<i>Sears Roebuck and Sears National Bank</i>	11,000,000	<i>Farmers Insurance Company</i>	2,100,000
<i>Pelayo v. Mexico Money Transfer</i>	9,000,000	<i>Paterson v. Western Union</i>	2,000,000
<i>MFS Sub-Track Mutual Fund</i>	7,600,000	<i>Bristol Myers Squibb Securities</i>	1,950,000
<i>Time Warner Entertainment Company</i>	7,000,000	<i>St. Paul Travelers Securities II</i>	1,840,000
<i>In re Bank of America Corp. Securities Derivative & ERISA Litigation</i>	6,580,000	<i>Bristol Myers Securities</i>	1,800,000
<i>Moneygram – Mexico Money Transfer</i>	5,000,000	<i>Dell Inc. Securities</i>	1,700,000
<i>Progressive Group Auto Insurance</i>	4,500,000	<i>FTC v. Consumer Info.com</i>	1,500,000
<i>WorldCom Securities</i>	4,000,000	<i>Johnson & Johnson Contact Lens</i>	1,500,000
<i>Sallie Mae</i>	3,975,000	<i>Title Insurance</i>	1,400,000
<i>Global Crossing Securities</i>	3,800,000	<i>Delphi Corporation Securities</i>	1,400,000
<i>Lucent Technologies Inc. Securities</i>	3,500,000	<i>Washington Mutual Inc. Securities</i>	1,375,000
<i>Amorsolo v. Western Union</i>	3,500,000	<i>Fannie Mae Securities Litigation</i>	1,320,000
<i>Total Loss Insurance</i>	3,000,000	<i>In re Cobb EMC Class Action</i>	1,295,000
<i>DSL Services</i>	3,000,000	<i>Chase Bank</i>	1,100,000
<i>Oxmoor House</i>	3,000,000	<i>Compaq Securities</i>	1,000,000
<i>GM Brake</i>	2,800,000	<i>Dollar General Securities</i>	1,000,000
<i>American Exp. Fin. Advisors Securities</i>	2,800,000	<i>Philip Morris Securities</i>	1,000,000
<i>Strong Sub-Track Mutual Fund</i>	2,800,000	<i>Procter & Gamble Securities</i>	1,000,000
<i>SEC v. Tyco Securities</i>	2,800,000	<i>Tenet Healthcare</i>	1,000,000
<i>Dell SEC Fair Fund</i>	2,510,000		

CLAIM VOLUME			
Case	Claims	Case	Claims
<i>Strong Sub-Track Mutual Fund</i>	2,100,000	<i>Procter & Gamble Securities</i>	250,000
<i>American Exp. Fin. Advisors Securities</i>	1,000,000	<i>GM Brake</i>	250,000
<i>Daniels v. Allstate</i>	995,000	<i>Southwest Bell Zamora</i>	250,000
<i>WorldCom Securities</i>	980,000	<i>St. Paul Travelers Securities II</i>	238,000
<i>Gulf Coast Claims Facility</i>	950,000	<i>DSL Services</i>	230,000
<i>Progressive Fair Credit Reporting Act</i>	815,000	<i>Washington Mutual Inc. Securities</i>	230,000
<i>VisaCheck/MasterMoney Antitrust</i>	815,000	<i>Ameritech Mobile Communications</i>	200,000
<i>In re Bank of America Corp. Securities Derivative & ERISA</i>	715,000	<i>Tobacco Growers Antitrust</i>	200,000
<i>Lucent Technologies, Inc. Securities</i>	700,000	<i>Freddie Mac Securities</i>	185,000
<i>Classmates.com</i>	698,000	<i>First Colony Life Insurance</i>	160,000
<i>Deloris Kline v. Progressive Corporation</i>	685,000	<i>St. Paul Travelers Securities I</i>	160,000
<i>In re Citigroup Inc. Securities Litigation</i>	670,000	<i>Compaq Securities</i>	150,000
<i>Global Crossing Securities</i>	600,000	<i>Dynegy/Enron Shareholders</i>	150,000
<i>Expedia, Inc.</i>	521,000	<i>Int'l Auction Houses Antitrust</i>	150,000
<i>Nortel Networks Securities</i>	500,000	<i>Johnson & Johnson Contact Lens</i>	150,000
<i>Santa Clara Open Space Authority</i>	491,000	<i>Sears Securities</i>	145,000
<i>Tyco Securities</i>	480,000	<i>Cobell v. Ken Salazar</i>	122,000
<i>Time Warner Entertainment Company</i>	480,000	<i>SEC v Nortel Networks</i>	120,000
<i>Dell, Inc.</i>	435,000	<i>Daimler-Chrysler AG Securities</i>	115,000
<i>Bristol Myers Securities</i>	425,000	<i>Invesco Sub-Track Mutual Fund</i>	115,000
<i>SEC v. Tyco</i>	400,000	<i>In re Citigroup Inc. Bond Litigation</i>	114,000
<i>IPO Securities</i>	390,000	<i>Tenet Healthcare Corporation</i>	112,000
<i>Dip Tube</i>	365,000	<i>In re Cobb EMC Class Action</i>	111,000
<i>FTC v. Consumer Info.com</i>	340,000	<i>Farmers Insurance Company</i>	108,000
<i>Fannie Mae Securities Litigation</i>	314,000	<i>Bell South Securities</i>	107,000
<i>Dell SEC Fair Fund</i>	284,000	<i>Sallie Mae</i>	105,000
<i>Royal Ahold Securities</i>	275,000	<i>Williams Securities</i>	100,000
<i>MFS Sub-Track Mutual Fund</i>	270,000	<i>Title Insurance Litigation</i>	100,000
<i>Lehman Brothers Equity/Debt Securities Litigation</i>	265,000	<i>Total Loss Insurance</i>	100,000
<i>Philip Morris Securities</i>	250,000	<i>Kellogg Company</i>	90,000
<i>Bristol Myers Squibb Securities</i>	250,000		

EMAIL NOTICES	
CASE CITATIONS	EMAILS SENT
<i>Classmates.com</i>	<i>57 Million</i>
<i>Ticketmaster.com</i>	<i>57 Million</i>
<i>Webloyalty.com</i>	<i>18 Million</i>
<i>Browning v. Yahoo! Inc.</i>	<i>15 Million</i>
<i>Expedia, Inc.</i>	<i>13 Million</i>
<i>AT & T Wireless</i>	<i>7 Million</i>
<i>Equifax Consumer Services, Inc.</i>	<i>7 Million</i>
<i>1-800 Flowers Retail</i>	<i>4.6 Million</i>
<i>TransUnion, LLC and TrueLink, Inc.</i>	<i>3.6 Million</i>
<i>Carfax Inc.</i>	<i>1.8 Million</i>
<i>New Motion, Inc.</i>	<i>1.3 Million</i>
<i>Sirius XM Radio</i>	<i>1.7 Million</i>
<i>Sallie Mae</i>	<i>1.6 Million</i>
<i>Consumerinfo.com</i>	<i>1 Million</i>

ATTACHMENT D

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

**MATTIE HALLEY, SHEM ONDITI,
LETICIA MALAVÉ, and SERGIO de la
CRUZ,**

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

Plaintiffs,

v.

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

Defendants.

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

**ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY
APPROVING CLASS-ACTION SETTLEMENT, AND APPROVING FORM AND
MANNER OF NOTICE**

Counsel for Plaintiffs and Honeywell have moved under Federal Rules of Civil Procedure 23(b) and (e) for an order: (1) certifying two settlement classes; (2) preliminarily approving a class settlement on the terms and conditions set forth in the Class Settlement Agreement (the “Settlement Agreement”); (3) appointing Settlement Class Counsel; (4) appointing a Claims Administrator; and (5) approving forms and the procedures for class notice. Terms capitalized herein and not defined shall have the meanings ascribed to them in the Settlement Agreement. The Court has reviewed and considered all papers filed in connection with the motion, including the Settlement Agreement, and all exhibits attached thereto, and has heard the presentations of counsel appearing with respect thereto. On the basis thereof, and on all of the files, records, and proceedings herein,

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties.

2. For settlement purposes only, this action may be maintained as a class action under Federal Rule of Civil Procedure 23 on behalf of Settlement Class A and Settlement Class C under the Settlement Agreement (collectively, the “Settlement Classes”), defined as follows:

Settlement Class A:

Persons who, on or after May 17, 2010, and up to and including October 1, 2014, own or owned any 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 and up to and including October 1, 2014 own or owned any residential 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.

3. In light of the agreement to settle the Action and the resulting elimination of individual issues that may otherwise have precluded certification of a litigation class, the prerequisites to class certification under Rule 23(a) are satisfied, to-wit:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law and fact common to members of the Settlement Classes;
- c. The claims of the Settlement Class Representatives meet the numerosity, commonality, typicality and adequacy requirements of Rule 23(a).
- d. The Settlement Class Representatives, represented by counsel experienced in complex litigation, will fairly and adequately protect the interests of the Settlement Classes.

4. In light of the agreement to settle the Action and the resulting elimination of individual issues that Honeywell contends preclude certification of a litigation class, the questions of law and fact common to all members of the Settlement Classes predominate over questions affecting only individual members of those Classes, and certification of the Settlement Classes is superior to other available methods for the fair and efficient resolution of this controversy, satisfying Rule 23(b)(3).

5. If the Settlement Agreement is not finally approved by the Court or for any reason does not become effective, the Settlement Classes shall be decertified, all Parties' rights to litigate all class issues will be restored to the same extent as if the Settlement Agreement had never been entered into, and no Party shall assert that another Party is estopped from taking any position relating to class certification.

6. Shem Onditi is hereby designated as the Settlement Class Representatives for the Class A Settlement Class and Sergio de la Cruz is hereby designated as the Settlement Class Representatives for the Class C Settlement Class.

7. The following counsel is designated and authorized to act as Settlement Class Counsel:

Howard A. Janet, Robert K. Jenner, and Kenneth M. Suggs of JANET, JENNER, & SUGGS LLC, Steven J. German and Joel Rubenstein of GERMAN RUBENSTEIN LLP, and Anthony Z. Roisman of NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.

8. The Settlement Agreement contains two Settlement Classes: Settlement Class A and Settlement Class C, which together comprise the Settlement Classes.

9. The members of the Settlement Classes who have not exercised their right to exclude themselves from the Settlement Classes agree to release Honeywell from all claims stemming from any and all manner of actions, causes of action, suits, debts, judgments, rights, demands, damages, compensation, injuries to business, 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 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 and into the future, including but not limited to property damage, remediation costs, business expenses, 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 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. The terms and conditions set forth in the Settlement Agreement place the Settlement Agreement within the range of fair and reasonable settlements, making appropriate further consideration at a hearing held pursuant to notice to the Settlement Class. The Court therefore preliminarily approves the Settlement Agreement and directs the parties to perform and satisfy the terms and conditions of the Settlement Agreement that are thereby triggered.

11. A hearing (the “Fairness Hearing”) shall be held on _____, 2014, _____ .m. before the undersigned in Courtroom No. 5A, United States Courthouse, United States District Court for the District of New Jersey.

12. The date of the Fairness Hearing will be included in the Notice of Proposed Class Action Settlement. The purpose of the Fairness Hearing will be to (a) determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and should be finally approved; (b) determine whether an order and judgment should be entered dismissing with prejudice the Non-Conspiracy and Conspiracy Claims of the Settlement Class Representatives against Honeywell and PPG and dismissing without prejudice 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, bringing the litigation of those claims to a conclusion, forever releasing Honeywell from all Released Claims, and permanently barring Class Members from

bringing any lawsuit or other action based on the Released Claims; and (c) consider other Settlement-related matters and appropriate attorneys' fees.

13. The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement without further notice to eligible members of the Settlement Classes, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification, and without further notice to eligible members of the Settlement Classes.

14. The Court appoints The Garden City Group, Inc. to serve as Claims Administrator.

15. The Court has reviewed the "Notice of Proposed Class Action Settlement and Your Rights" (the "Notice"), attached to the Settlement Agreement, as Exhibits D-1 and D-2, and the Publication Notice, attached to the Settlement Agreement as Exhibit E. The Court approves as to form the Notice and the Publication Notice. The Court also approves the method of directing notice to eligible members of the Settlement Classes, as set forth in paragraph 16 below.

16. Within 30 days of this Order, the Claims Administrator shall prepare and cause individual copies of the Notice to be sent by United States First Class Mail to eligible members of the Settlement Classes whose mailing addresses can be determined through reasonable effort. The Claims Administrator also shall mail copies of the Notice to any other potential members of the Settlement Classes that request copies or that otherwise come to its attention. The Claims Administrator shall also cause the Publication Notice, the content of which shall be substantially as set forth in Exhibit E to the Settlement Agreement, to be published in the Jersey Journal once a week for four consecutive weeks and will also make the Notice available on the website dedicated to this Settlement in both English and Spanish.

17. The Court finds that the foregoing plan for notice to eligible members of the Settlement Classes will provide the best notice practicable under the circumstances, and is in compliance with the requirements of Rule 23 and applicable standards of due process.

18. Prior to the Fairness Hearing, counsel for Honeywell and Settlement Class Counsel shall jointly file with the Court an affidavit from a representative of the Claims Administrator confirming that the plan for disseminating the Notice and the Publication Notice has been accomplished in accordance with the provisions of paragraph 16 above.

19. Members of the Settlement Classes who wish to exclude themselves from the Class must request exclusion within sixty (60) days of the date of the initial mailing of Notice, and in accordance with the instructions set forth in the Notice. Settlement Class Members who do not submit timely and valid requests for exclusion will be bound by the terms of the Settlement Agreement in the event it is approved by the Court and becomes effective, and by any orders and judgments subsequently entered in the Action, whether favorable or unfavorable, regardless of whether they submit a Claim and Release Form to the Claims Administrator. Members of the Settlement Classes who submit timely and valid requests for exclusion will not be bound by the terms of the Settlement Agreement or by any orders or judgments subsequently entered in the Action, and they may not submit a Claim and Release Form to the Claims Administrator.

20. Members of the Settlement Classes who do not request exclusion may submit written comments on or objections to the Settlement Agreement or other Settlement-related matters (including attorneys' fees) within sixty (60) days of the date of the initial mailing of Notice. Any Member of the Settlement Classes who has not requested exclusion may also attend the Fairness Hearing, in person or through counsel, and if the Member of the Settlement Classes has submitted written objections, may pursue those objections. No Member of the Settlement

Classes, however, shall be entitled to contest the foregoing matter in writing and/or at the Fairness Hearing unless the Member of the Settlement Classes has served and filed by first-class mail, postage prepaid and postmarked within sixty (60) days of the date of the initial mailing of Notice, copies of the statement of objection, together with any supporting brief and all other papers the Member of the Settlement Classes wishes the Court to consider (which must include the name and number of this case), and a notice of appearance from any counsel for the Class Member who intends to appear at the Fairness Hearing, provided, however, that counsel is not necessary as the Settlement Class Member may appear and personally object. Any such objection, brief, notice of appearance, or other related document must be mailed to the Court at the following address: Martin Luther King Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101.

21. Unless otherwise directed by the Court, any Class Member who does not submit a statement of objection in the manner specified above will be deemed to have waived any such objection.

22. During the Court's consideration of the Settlement Agreement and pending further order of the Court, all proceedings in this Action as related to Classes A and C, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

23. If the proposed Settlement Agreement is not approved by the Court or for any reason does not become effective, the Settlement Agreement will be regarded as nullified, certification of the Settlement Classes for settlement purposes will be vacated, and the steps and actions taken in connection with the proposed Settlement (including this Order (except as to this paragraph, paragraph 5, and paragraph 24) and any judgment entered herein) shall become void and have no

further force or effect. In such event, the parties and their counsel shall take such steps as may be appropriate to restore the pre-settlement status of the litigation.

24. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the Plaintiffs, Settlement Class Counsel, Honeywell, any Settlement Class Member, or any other person, of any liability or wrongdoing by any of them, or of any lack of merit in their claims or defenses, or of any position on whether any claims may or may not be certified as part of a class action for litigation purposes.

25. The court retains jurisdiction over this action, the Parties, and all matters relating to the Settlement Agreement.

IT IS SO ORDERED:

Date: _____
The Honorable Esther Salas
United States District Judge

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

**MATTIE HALLEY, SHEM ONDITI,
LETICIA MALAVÉ, and SERGIO de la
CRUZ,**

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

Plaintiffs,

v.

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

Defendants.

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

**ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY
APPROVING CLASS-ACTION SETTLEMENT, AND APPROVING FORM AND
MANNER OF NOTICE**

Counsel for Plaintiffs and Honeywell have moved under Federal Rules of Civil Procedure 23(b) and (e) for an order: (1) certifying two settlement classes; (2) preliminarily approving a class settlement on the terms and conditions set forth in the Class Settlement Agreement (the "Settlement Agreement"); (3) appointing Settlement Class Counsel; (4) appointing a Claims Administrator; and (5) approving forms and the procedures for class notice. Terms capitalized herein and not defined shall have the meanings ascribed to them in the Settlement Agreement. The Court has reviewed and considered all papers filed in connection with the motion, including the Settlement Agreement, and all exhibits attached thereto, and has heard the presentations of counsel appearing with respect thereto. On the basis thereof, and on all of the files, records, and proceedings herein,

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties.

2. For settlement purposes only, this action may be maintained as a class action under Federal Rule of Civil Procedure 23 on behalf of Settlement Class A and Settlement Class C under the Settlement Agreement (collectively, the "Settlement Classes"), defined as follows:

Settlement Class A:

Persons who, on or after May 17, 2010, and up to and including October 1, 2014, own or owned any 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 and up to and including October 1, 2014 own or owned any residential 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.

3. In light of the agreement to settle the Action and the resulting elimination of individual issues that may otherwise have precluded certification of a litigation class, the prerequisites to class certification under Rule 23(a) are satisfied, to-wit:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law and fact common to members of the Settlement Classes;
- c. The claims of the Settlement Class Representatives meet the numerosity, commonality, typicality and adequacy requirements of Rule 23(a).
- d. The Settlement Class Representatives, represented by counsel experienced in complex litigation, will fairly and adequately protect the interests of the Settlement Classes.

4. In light of the agreement to settle the Action and the resulting elimination of individual issues that Honeywell contends preclude certification of a litigation class, the questions of law and fact common to all members of the Settlement Classes predominate over questions affecting only individual members of those Classes, and certification of the Settlement Classes is superior to other available methods for the fair and efficient resolution of this controversy, satisfying Rule 23(b)(3).

5. If the Settlement Agreement is not finally approved by the Court or for any reason does not become effective, the Settlement Classes shall be decertified, all Parties' rights to litigate all class issues will be restored to the same extent as if the Settlement Agreement had never been entered into, and no Party shall assert that another Party is estopped from taking any position relating to class certification.

6. Shem Onditi is hereby designated as the Settlement Class Representatives for the Class A Settlement Class and Sergio de la Cruz is hereby designated as the Settlement Class Representatives for the Class C Settlement Class.

7. The following counsel is designated and authorized to act as Settlement Class Counsel: Howard A. Janet, Robert K. Jenner, and Kenneth M. Suggs of JANET, JENNER, & SUGGS LLC, Steven J. German and Joel Rubenstein of GERMAN RUBENSTEIN LLP, and Anthony Z. Roisman of NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.

8. The Settlement Agreement contains two Settlement Classes: Settlement Class A and Settlement Class C, which together comprise the Settlement Classes.

9. The members of the Settlement Classes who have not exercised their right to exclude themselves from the Settlement Classes agree to release Honeywell from all claims stemming from any and all manner of actions, causes of action, suits, debts, judgments, rights, demands, damages, compensation, injuries to business, 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 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 and into the future, including but not limited to property damage, remediation costs, business expenses, 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 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. The terms and conditions set forth in the Settlement Agreement place the Settlement Agreement within the range of fair and reasonable settlements, making appropriate further consideration at a hearing held pursuant to notice to the Settlement Class. The Court therefore preliminarily approves the Settlement Agreement and directs the parties to perform and satisfy the terms and conditions of the Settlement Agreement that are thereby triggered.

11. A hearing (the "Fairness Hearing") shall be held on _____, 2014, _____ .m. before the undersigned in Courtroom No. 5A, United States Courthouse, United States District Court for the District of New Jersey.

12. The date of the Fairness Hearing will be included in the Notice of Proposed Class Action Settlement. The purpose of the Fairness Hearing will be to (a) determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and should be finally approved; (b) determine whether an order and judgment should be entered dismissing with prejudice the Non-Conspiracy and Conspiracy Claims of the Settlement Class Representatives against Honeywell and PPG and dismissing without prejudice 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, bringing the litigation of those claims to a conclusion, forever releasing Honeywell from all Released Claims, and permanently barring Class Members from

bringing any lawsuit or other action based on the Released Claims; and (c) consider other Settlement-related matters and appropriate attorneys' fees.

13. The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement without further notice to eligible members of the Settlement Classes, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification, and without further notice to eligible members of the Settlement Classes.

14. The Court appoints The Garden City Group, Inc. to serve as Claims Administrator.

15. The Court has reviewed the "Notice of Proposed Class Action Settlement and Your Rights" (the "Notice"), attached to the Settlement Agreement, as Exhibits D-1 and D-2, and the Publication Notice, attached to the Settlement Agreement as Exhibit E. The Court approves as to form the Notice and the Publication Notice. The Court also approves the method of directing notice to eligible members of the Settlement Classes, as set forth in paragraph 16 below.

16. Within 30 days of this Order, the Claims Administrator shall prepare and cause individual copies of the Notice to be sent by United States First Class Mail to eligible members of the Settlement Classes whose mailing addresses can be determined through reasonable effort. The Claims Administrator also shall mail copies of the Notice to any other potential members of the Settlement Classes that request copies or that otherwise come to its attention. The Claims Administrator shall also cause the Publication Notice, the content of which shall be substantially as set forth in Exhibit E to the Settlement Agreement, to be published in the Jersey Journal once a week for four consecutive weeks and will also make the Notice available on the website dedicated to this Settlement in both English and Spanish.

17. The Court finds that the foregoing plan for notice to eligible members of the Settlement Classes will provide the best notice practicable under the circumstances, and is in compliance with the requirements of Rule 23 and applicable standards of due process.

18. Prior to the Fairness Hearing, counsel for Honeywell and Settlement Class Counsel shall jointly file with the Court an affidavit from a representative of the Claims Administrator confirming that the plan for disseminating the Notice and the Publication Notice has been accomplished in accordance with the provisions of paragraph 16 above.

19. Members of the Settlement Classes who wish to exclude themselves from the Class must request exclusion within sixty (60) days of the date of the initial mailing of Notice, and in accordance with the instructions set forth in the Notice. Settlement Class Members who do not submit timely and valid requests for exclusion will be bound by the terms of the Settlement Agreement in the event it is approved by the Court and becomes effective, and by any orders and judgments subsequently entered in the Action, whether favorable or unfavorable, regardless of whether they submit a Claim and Release Form to the Claims Administrator. Members of the Settlement Classes who submit timely and valid requests for exclusion will not be bound by the terms of the Settlement Agreement or by any orders or judgments subsequently entered in the Action, and they may not submit a Claim and Release Form to the Claims Administrator.

20. Members of the Settlement Classes who do not request exclusion may submit written comments on or objections to the Settlement Agreement or other Settlement-related matters (including attorneys' fees) within sixty (60) days of the date of the initial mailing of Notice. Any Member of the Settlement Classes who has not requested exclusion may also attend the Fairness Hearing, in person or through counsel, and if the Member of the Settlement Classes has submitted written objections, may pursue those objections. No Member of the Settlement

Classes, however, shall be entitled to contest the foregoing matter in writing and/or at the Fairness Hearing unless the Member of the Settlement Classes has served and filed by first-class mail, postage prepaid and postmarked within sixty (60) days of the date of the initial mailing of Notice, copies of the statement of objection, together with any supporting brief and all other papers the Member of the Settlement Classes wishes the Court to consider (which must include the name and number of this case), and a notice of appearance from any counsel for the Class Member who intends to appear at the Fairness Hearing, provided, however, that counsel is not necessary as the Settlement Class Member may appear and personally object. Any such objection, brief, notice of appearance, or other related document must be mailed to the Court at the following address: Martin Luther King Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101.

21. Unless otherwise directed by the Court, any Class Member who does not submit a statement of objection in the manner specified above will be deemed to have waived any such objection.

22. During the Court's consideration of the Settlement Agreement and pending further order of the Court, all proceedings in this Action as related to Classes A and C, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

23. If the proposed Settlement Agreement is not approved by the Court or for any reason does not become effective, the Settlement Agreement will be regarded as nullified, certification of the Settlement Classes for settlement purposes will be vacated, and the steps and actions taken in connection with the proposed Settlement (including this Order (except as to this paragraph, paragraph 5, and paragraph 24) and any judgment entered herein) shall become void and have no

further force or effect. In such event, the parties and their counsel shall take such steps as may be appropriate to restore the pre-settlement status of the litigation.

24. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the Plaintiffs, Settlement Class Counsel, Honeywell, any Settlement Class Member, or any other person, of any liability or wrongdoing by any of them, or of any lack of merit in their claims or defenses, or of any position on whether any claims may or may not be certified as part of a class action for litigation purposes.

25. The court retains jurisdiction over this action, the Parties, and all matters relating to the Settlement Agreement.

IT IS SO ORDERED:

Date: _____
The Honorable Esther Salas
United States District Judge

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**UNITED STATES DISTRICT COURT
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MATTIE HALLEY, SHEM ONDITI,
LETICIA MALAVÉ, and SERGIO de la
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Documents Electronically Filed.

CERTIFICATE OF SERVICE

I, **MICHAEL R. MCDONALD**, hereby certify as follows:

1. I am an attorney at law duly admitted to practice before this Court and am a member of the firm, Gibbons P.C., attorneys for Defendant Honeywell International Inc. in the above-captioned action. On November 7, 2014, pursuant to Local Civil Rule 5.2, I electronically filed and served the following documents:

- Joint Motion For Preliminary Approval of Class Action Settlement;

- Memorandum in Support of Joint Motion For Preliminary Approval of Class Action Settlement (with exhibits);
- Proposed Order; and
- Certificate of Service.

Service was also made on this date upon the following counsel in accordance with the Federal Rules of Civil Procedure and the District of New Jersey's Local Rules on Electronic Service:

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I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: November 7, 2014

By: s/ Michael R. McDonald
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