

**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 September 24th, 2015 at 11 a.m., 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.

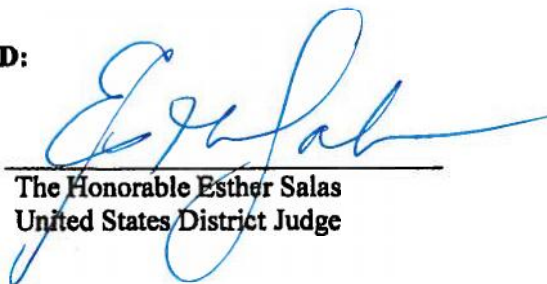
24. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the Plaintiffs, Settlement Class Counsel, Honeywell, any 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:

April 30, 2015



The Honorable Esther Salas
United States District Judge