

STATE OF VERMONT

SUPERIOR COURT
Orange County

CIVIL DIVISION
Docket No.: 201-11-04 Occv

ALFRED T. WRIGHT, on behalf of)
himself and all others similarly situated)
v.)
HONEYWELL INTERNATIONAL INC.)

**DECLARATION OF
CHRISTINE M. CRAIG**

I, Christine M. Craig, declare as follows:

1. I am a shareholder at Shaheen & Gordon, PA and an attorney licensed to practice law in the State of Vermont, *pro hac vice*. I am an attorney of record for Plaintiff ALFRED T. WRIGHT, the class representative ("Plaintiffs"). My firm is co-lead counsel for the Vermont Class along with the law firm of Abbey Spanier, located at 212 East 39th Street, New York, NY. I am also counsel of record in the case of *Roos v. Honeywell International, Inc. (San Francisco County Superior Court, California, Case. No. CGC 04-436205 (RAK))*.

2. This litigation began in 2004 with lawsuits based upon allegations of consumer protection violations and monopolization in Vermont, Maine, Massachusetts, New York, Tennessee and California. At the time, I was also counsel of record in Maine and Massachusetts. The Vermont and California lawsuits are the only remaining actions. The parties have reached a settlement in the above captioned matter. A true and accurate copy of the Settlement Agreement with Exhibits is attached hereto as Exhibit 1.

3. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Petition for Attorney's Fees, Expenses and Incentive Awards.

4. I attended the Northeastern University School of Law, where I received a Juris Doctorate in 1995. I am admitted to practice in the state and federal courts of New Hampshire (1997), Massachusetts (1995) and Maine (1999) and am admitted to practice in the state of Vermont *pro hac vice*. I am also admitted

in the federal court of all three jurisdictions, as well to the United States Supreme Court, The First Circuit Court, and the United States Federal Claims Court.

5. I have been a shareholder with the law firm of Shaheen & Gordon, PA since 2007. Over the past 11 years, I have worked on the prosecution of complex litigation and class action lawsuits. During this time, I have participated in a number of class action cases involving antitrust, consumer fraud, unfair business practices, and anticompetitive behavior. I have worked together with D. Michael Noonan on this and other matters. My firm has extensive experience with complex litigation as set forth in detail in the attached exhibits. (See Exhibit 2, Shaheen & Gordon Firm Biography).

6. I have personal knowledge of the facts herein, and if called to do so, could and would competently testify thereto.

7. The settlement that is the subject of this motion is the result of over nine years of contentious litigation and arms-length, protracted negotiations between Plaintiffs and Defendant, including formal mediation, informal settlement discussions among counsel and a settlement conference before a sitting Judge of the San Francisco Superior Court.

8. Over the course of the litigation, the parties engaged in extensive motion practice, propounded and responded to numerous sets of discovery and have taken numerous depositions. As further detailed below, motion practice included, among other things, removal to federal court, Multidistrict Litigation Proceedings and subsequent remand, amendments to the complaint, summary judgment motions, motions for class certification, an Anti-SLAPP motion in California and appellate court proceedings including one to the Vermont Supreme Court. Additionally, the discovery in this matter resulted in the production of millions pages of documents.

DISCOVERY EFFORTS BY PLAINTIFFS' COUNSEL

9. Throughout this litigation, I worked together in a joint effort with counsel for other states, including New York and California, with similar, and in some cases identical, claims against Honeywell in the pursuit of discovery. At the outset, there was a parallel lawsuit in Maine as well for which I served

as counsel. Ultimately, only the Vermont and California claims survived summary judgment and class certification.

10. On or about December 22, 2005, the plaintiffs and Honeywell stipulated that discovery conducted in one case shall be deemed to have been conducted and may be used in all cases.

11. The team of plaintiffs' counsel from Vermont, California and New York worked together in a joint effort in all aspects of the cases including motion practice, discovery and settlement efforts. In the course of this effort, the parties engaged jointly in preliminary informal discovery related to the allegations in the complaints. The parties also engaged in extensive formal discovery. Much of the discovery overlapped, but discovery also included requests for information specific to the Vermont and California claims where appropriate. The following discovery was propounded to Defendant Honeywell International Inc. ("Defendant" or "Honeywell"):

- (A) First Request For Production Of Documents To Defendant;
- (B) Second Set of Requests For Production Of Documents To Defendant;
- (C) Third Set of Requests For Production Of Documents To Defendant;
- (D) Fourth Set of Requests For Production of Documents to Defendant;
- (E) Fifth Set of Requests For Production of Documents to Defendant;
- (F) Sixth Set of Requests For Production of Documents to Defendant;
- (G) Seventh Set of Requests For Production of Documents to Defendant;
- (H) First Set of Interrogatories to Defendant;
- (I) Second Set of Interrogatories to Defendant;
- (J) Third Set of Interrogatories to Defendant;
- (K) Fourth Set of Interrogatories to Defendant;
- (L) Fifth Set of Interrogatories to Defendant;
- (M) Sixth Set of Interrogatories to Defendant;
- (N) Seventh Set of Interrogatories to Defendant;
- (O) First Set of Requests for Admissions to Defendant;
- (P) Second Set of Requests for Admissions to Defendant;

- (Q) Notice Of Taking Deposition Of PMQ at Honeywell International Inc.;
- (R) Notice of Videotaped Deposition of Honeywell Employee Paul Nurnberger;
- (S) Amended Notice of Videotaped Deposition of Honeywell Employee Paul Nurnberger;
- (T) Notice of Videotaped Deposition of Ex Honeywell Employee Kris Ruminsky;
- (U) Amended Notice of Videotaped Deposition of Ex Honeywell Employee Kris Ruminsky; and
- (V) First Set of Interrogatories to Defendant Honeywell International Inc. (Vermont).

12. In response to Plaintiffs' discovery requests, Defendant interposed numerous objections, which resulted in Plaintiffs filing several motions to compel. As a result of the discovery completed to date, Defendant has produced millions of pages of documents, which Plaintiffs' counsel has reviewed, coded and analyzed.

13. The parties have also taken several other depositions over the course of the litigation. Plaintiffs deposed Honeywell's expert Dr. Edward Snyder on August 26, 2011, Honeywell employee Paul Nurnberger on August 10–11, 2011, former Honeywell employee Kris Ruminsky on December 1, 2010, Michael Marn of McKinsey & Company on April 6, 2010, and Honeywell employee John Shefchik on March 3, 2009. Undersigned also took the deposition of John Garrett of Ferguson Enterprises, Inc. on July 12, 2006. Honeywell deposed former Honeywell employee Dennis Gambiana on May 3, 2012, and Plaintiffs' expert Dr. Roger Noll on November 17, 2010. Honeywell has also previously deposed Alfred Wright in the Vermont litigation and Tom Santos, Joel Roos, and Bryan Brock in the California litigation and John McKinnon in the Maine litigation. In addition, Honeywell deposed several third party contractors including, Jim Goelter, George Rodriguez, Michael Shrin, and Corey Flohs. Prior to the settlement, the parties discussed additional discovery, which would likely be conducted in the absence of a settlement.

14. Plaintiffs' counsel also retained the services of qualified experts, including Stanford University Professor, Dr. Roger Noll, who received a Ph. D. in economics from Harvard, to assess the nature of Honeywell's pricing structures, the economic evidence of Defendant's anticompetitive conduct,

the effects of Honeywell's monopolistic behavior, and the methods for calculating the damages suffered by consumers as a result of Defendant's actions. Plaintiffs' counsel worked closely with Dr. Noll to develop an understanding of these issues. Dr. Noll engaged in an economic analysis that shows that Honeywell's use of infringement claims against competitors that attempted to market round thermostats caused higher prices and restricted choice in the market or markets in which Honeywell sells thermostats to direct purchasers and that this overcharge was passed on to indirect purchasers. Dr. Noll's approach allows the Plaintiff to determine the initial monopoly overcharge from Honeywell to direct purchasers. Professor Noll's analysis measures the damages to consumers by determining that an overcharge to end-users arose from overcharges in the upstream market in which Honeywell sells round thermostats. Dr. Noll prepared several reports and declarations regarding his findings in the two cases, which Class counsel used to evaluate and litigate Plaintiffs' case.

15. In addition to the aforementioned discovery, Plaintiffs and Plaintiffs' counsel have also conducted extensive formal and informal investigation into various factual and legal issues pertaining to the case, including investigation by researching the market structure for circular thermostats, Honeywell's history with market competitors, and its filings with the U.S. Patent and Trademark Office, among other things.

16. Counsel spent significant time reviewing data and determining the credibility of data produced by Honeywell which led to additional expert work and revisions to Plaintiffs' damages model.

17. As a result of the investigation, discovery and the extensive motion practice described below, I believe Plaintiffs' counsel, including myself, had full knowledge of the strengths and weaknesses of the case prior to engaging in talks which produced the Settlement Agreement.

LAW AND MOTION MATTERS

18. On or about November 12, 2004 named Plaintiff Alfred Wright filed a Complaint against Defendant Honeywell International Inc. for violations of the Vermont Consumer Fraud Act, 9 V.S.A. § 2451 *et seq.* Plaintiffs filed a First Amended Complaint on or about December 2004. (*See Exhibit 3*). Defendant removed the action to the District of Vermont by Notice dated January 4, 2005, purporting to assert jurisdiction under the provisions of 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a). On January 5,

2005, Honeywell sought a stay of the action pending resolution of its motion before the Judicial Panel on Multidistrict Litigation (“MDL”) to transfer all related actions to a single federal court. The case was transferred to the Judicial Panel on Multidistrict Litigation in the United States District Court for the Northern District of California by Conditional Transfer Order dated June 14, 2005. Plaintiff submitted his Notice of Opposition to Conditional Transfer Order on June 28, 2005. By order dated August 24, 2005, the United States District Court for the Northern District of California remanded this case and four other cases to their respective state courts.

19. After remand, Plaintiff Wright filed a Motion for Class Certification with accompanying memorandum on July 14, 2006. Defendant filed its opposition on September 13, 2006. Further briefing was submitted by Plaintiff and Defendant on October 4, 2006 and November 7, 2006, respectively. Plaintiff submitted an additional brief on December 1, 2006. The Court held a hearing on Plaintiff’s Motion for Class Certification on October 8, 2007.

20. Also on September 13, 2006, Honeywell filed a Motion for Summary Judgment alleging that 1) Plaintiff could not show injury because he did not know the price he paid for the Honeywell Round Thermostats (“HRT”) he purchased, and that 2) Plaintiff’s claims were untimely. Extensive briefing was completed and argument on both the motions for class certification and summary judgment were heard on October 8, 2007.

21. By order entered on May 15, 2008 the Orange County Superior Court denied Plaintiff’s Motion for Class Certification and denied Honeywell’s Motion for Summary Judgment. Plaintiffs appealed this Order to the Supreme Court of Vermont. By order dated, December 10, 2009, the Vermont Supreme Court reversed the lower Court’s denial of class certification. By order dated August 3, 2011, the Honorable Harold Eaton certified the following Vermont class and named Shaheen & Gordon and Abbey Spanier co-lead counsel and approved the notice to the class:

All Vermont consumers (as defined in 9 V.S. A. 2451a (a)) residing in the State of Vermont who indirectly purchased a Round Thermostat from Honeywell, for their own use and not for resale, during the period between June 30, 1986 and October 31, 2011. The class includes consumers who purchased a new home directly from the builder so

long as they are still the owner of the home. Excluded from the class are governmental entities, Defendant and subsidiaries and affiliates of Defendant.

22. During this time, there was also extensive motion practice in the California litigation. Although some of the issues raised were unique to California, many were the same or at least analogous to issues that would be raised during litigation in Vermont at a later time. Partly as a result of the extensive motion practice in both states, Plaintiffs' counsel also thoroughly investigated the various factual and legal issues involved in this case and became familiar with the strengths and weaknesses of Plaintiffs' position.

SETTLEMENT NEGOTIATIONS

23. The parties have engaged in ongoing arm's-length negotiations throughout the history of this litigation. Such negotiations have included informal settlement discussions via telephone conferences, emails, meetings between counsel, and two formal settlement conferences with neutral mediators in 2010 and 2013.

24. In approximately 2008, Plaintiffs' counsel engaged in settlement discussions with Defendant, but the parties were unable to reach an agreement.

25. In or around July of 2010, the parties attended private mediation with Eric D. Green, a certified mediator, but again were unable to reach an agreement.

26. In July 2013, recognizing the inherent risks and costs involved with continued litigation the parties again revisited settlement discussions.

27. On July 9, 2013, after nearly nine years of litigation, the parties attended a settlement conference before Honorable Judge John E. Munter, a Judge in the Complex Civil Litigation Division of the San Francisco Superior Court. Through the use of this process, the parties were eventually able to come to an agreement on July 17, 2013. The terms of the parties' agreement have since been memorialized in the Settlement Agreement dated November 8, 2013.

SUMMARY OF THE SETTLEMENT & PRELIMINARY APPROVAL

28. Under the Settlement Agreement dated on or about November 8, 2013 that is incorporated fully herein by reference, the parties have agreed to the following:

- a. Defendant will deposit \$8,150,000 into an escrow account (the "Settlement Fund") to be administered for the benefit of Plaintiffs and Class members under the supervision and control of the Court. The Settlement Fund will be the source for notice to the Class, disbursements to Class members, incentive awards to Plaintiffs, administrative costs, and attorneys' fees and costs, as approved by the Court. In consideration for the benefits obtained under the Settlement, Plaintiffs and Class members agree to release all claims against Defendant with respect to the Honeywell Round Thermostat products.
- b. Each Class member to submit a valid and timely claim shall be eligible to receive up to an \$18.00 payment per thermostat purchased for an unlimited number of thermostats with proof of purchase and up to one or two thermostats without proof of purchase. Valid claim submissions, regardless of the number of thermostats claimed, must include a declaration indicating the number of thermostats purchased, the addresses where such thermostats were installed, and a copy of the claimant's driver's license or an alternative form of identification for verification purposes. Such payments shall be distributed from the Settlement Fund upon final approval of the Settlement and entry of judgment. If the aggregate number of claims exceeds the Settlement Fund, payments may be subject to a pro rata reduction.
- c. Notice will be disseminated pursuant to the proposed notice plan tailored to each state, and will include a short form notice, and a long form notice. The short form notice will be published in multiple newspapers in Vermont¹, and contain a general description of the lawsuit, the Settlement relief, and the procedure for filing a claim, and filing objections to the Settlement terms. The short form notice will also provide a toll-free phone number and direct consumers to a Settlement Website (www.roundthermostats.com) where Class members can obtain additional information. As indicated, the claims administrator will also establish a Settlement Website at www.roundthermostats.com no later than seven days after preliminary approval.

Through the Settlement Website, Class members will be able to access a long form notice and an electronic claim form.

- d. Under the Settlement, Defendant agrees that Plaintiffs may seek incentive awards for named plaintiffs in the amount of \$2,500 for their participation in this proceeding. Such awards will be paid from the Settlement Fund subject to the Court's approval. Pursuant to the Settlement, attorneys' fees and costs will also be paid from the common Settlement Fund to the extent they are awarded and approved by the Court.
- e. Preliminary and final approval of the Settlement in Vermont will be dependent on approval in California. The plan for providing notice to the Class shall not take effect, and no funds relating to notice shall be expended, until both the California and Vermont Courts have granted preliminary approval of the Settlement and approved the proposed Plan of Notice. When applying for final approval, the parties will ask the California and Vermont Courts to enter orders finally approving the Agreement, but not to enter a Judgment in either the Vermont litigation or the California Litigation until the Courts in both cases have granted the motions for final approval. If both Courts grant final approval, the Parties shall jointly seek the entry of the Judgments disposing of the case.
- f. On September 20, 2013, Wright submitted his motion for preliminary approval of settlement to the Orange County Superior Court. The Vermont Court granted the motion for preliminary approval by order dated December 23, 2013. The Vermont Court also granted a supplemental order on preliminary approval with additional dates and deadlines on February 18, 2014.

29. The Settlement Fund will ultimately be apportioned between Vermont and California consumers according to relative sales of the HRT in each state during the class period which break down as 8.2% in Vermont and 91.8% in California. Per the plan of distribution, the settlement fund is split by state after the notice costs, attorneys' fees, and class representative awards are distributed.

30. I have reviewed the terms of the Settlement Agreement and believe that they are fair, reasonable, and adequate and provide a great benefit to the class. Given my experience with complex

litigation, I believe the proposed Settlement adequately addresses the alleged violations of the Vermont Consumer Fraud Act. Furthermore, I believe it affords adequate relief to Plaintiffs and Class Members who submit claims in a timely fashion. Subject to the Court's approval of the Settlement, Class Members will receive a substantial monetary benefit from the \$8,150,000 Settlement Fund.

31. I also believe the proposed Settlement is in the best interest of the Class in light of the complexity of the litigation, the risks involved with continued litigation and the benefits provided under the Settlement. The present litigation has been extremely contentious, and Defendant has strongly contested Plaintiffs' ability to prove liability and damages. Proof of this claim will involve examination of trademark law and will require testimony or other evidence of events that occurred long ago. Furthermore, expert analyses and opinions are required to prove both liability and damages. Plaintiffs will need to prove that Honeywell did not have legitimate trademark rights after its patent expired and that HRT's make up a relevant market separate from thermostat in general. Because this case involves only indirect purchasers, Plaintiffs will be required to prove not only that Honeywell's illegal acts harmed competition but that the harm caused an increase in price that was passed on from direct purchasers to indirect purchasers. Proof of these elements is complicated by the facts that thermostats are manufactured in numerous types and models and the thermostat industry utilizes several distribution channels each with different levels of distribution. See Exhibit 3, Excerpt from Noll Declaration. Honeywell repeatedly challenged Plaintiffs' ability to prove antitrust injury and would likely continue to do so through a future summary judgment motion, at trial, and/or on appeal. Honeywell may also challenge class certification through trial, which could take weeks to try. Further litigation would also involve additional discovery and would therefore involve additional costs including legal fees, expert fees, research fees and photocopying costs and substantial uncertainty and time for the Class Members.

32. The Settlement provides Class Members with a certain and immediate recovery that will put an end to almost nine years of litigation. These nine years of tenacious litigation has yielded a Settlement that captures nearly 78% of the estimated damages, a remarkable result. Plaintiff's expert Roger G. Noll testified during deposition to class-wide overcharges Plaintiffs' expert economist, Dr. Roger Noll, testified that based upon his analysis of the relevant markets and products, Honeywell's improper

claims of trademark with regard to the round thermostat raised the price of such thermostats by between \$7-\$9 with a regression indicted weighted average of \$8.33. (See Exhibit 3, Excerpts from Declaration of Roger Noll in Support of Plaintiffs' Renewed Motion for Class Certification; Exhibit 4, Excerpts from the Videotaped Testimony of Roger G. Noll, 11/10/2010).

33. During the class period, Honeywell's estimated sales for the Round Thermostats are 102,486 units in Vermont and 1,153,568 units in California. The recovery of \$8.15 million constitutes \$6.49 for each and every round thermostat sold in the two states which is 78% of the estimated overcharge. In light of these considerations, I endorse the proposed Settlement as a fair, adequate, and reasonable recovery for the Class Members.

NOTICE

34. The notice of class certification which was approved by the Court on August 3, 2011 clearly sets forth the definition of potential class members and their options to opt out of the class. The notice of class certification was provided to the potential class members by means of three different outlets: 1) a direct mailing, postage prepaid to all potential class members who could be identified through reasonable efforts; 2) publication in six (6) different Vermont newspapers on two (2) separate occasions; and 3) a website. As a result of this notice, only 7 class members opted out of the class.

35. Notice of the Settlement has been disseminated pursuant to the notice plans approved by the court on December 23, 2013 and February 8, 2014. The notice plan sufficiently apprises Settlement Class members of the terms of the Settlement and their rights and options under the Settlement through the plain language of the proposed notice forms which are available through the multifaceted notice dissemination program. A true and accurate copy of the Short Form Notice is attached as Exhibit 5. A true and accurate copy of the Long Form Notice is attached as Exhibit 6.

36. To date, over 4400 claims have been received and only three objections have been filed. All the objections were filed in the California matter and all are devoid of merit.

37. As of this filing, no objections have been filed in Vermont.

38. On December 23, 2013, preliminary approval was granted in Vermont. The Vermont court issued a supplemental order with additional dates on February 18, 2014.

39. In California, on December 5, 2013, the Court denied Plaintiffs' motion, without prejudice, in light of some concerns pertaining to the proposed notice plan. The Court's concerns were fully addressed and on February 4, 2014, the Court granted preliminary approval of the Settlement and ordered plaintiffs to disseminate notice to the Class.

ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARDS

40. Shaheen & Gordon, P.A. has devoted extraordinary efforts and resources on behalf of the class members over the course of this litigation.

41. My firm has participated in all aspects of the litigation since its inception in 2004. The work performed in connection of this matter includes, initial client contacts, work with plaintiffs' litigation team, factual and legal research prior to filing, drafting of complaints and pleadings, post filing legal and factual research on motions, multi-district and removal proceedings, class certification proceedings, document and deposition discovery, appeal, settlement and mediation proceedings, negotiation and drafting of settlement papers, preparation of class and settlement notices and publication plans, and drafting and editing of papers in connection with settlement hearings.

42. In addition to the work described above, this firm thoroughly evaluated the Settlement Agreement entered into with Defendant Honeywell International, Inc. We find it to be fair, adequate and reasonable.

43. This firm kept files contemporaneously documenting all time spent, including tasks performed and expense incurred, in this matter. All of the time and expenses reported were incurred for the benefit of the Class. This firm represented Plaintiffs and the Class on a wholly contingent basis, dependent on the success of the litigation. To date, this firm has not received any compensation for its litigation efforts. Litigating this case over the course of nine years was time and resource intensive. This firm was precluded from accepting and pursuing other legal work, including hourly work for which it would have been compensated, while it devoted its time and resources to this matter.

44. The total number of hours spent on this litigation, from inception, by attorneys and paralegals associated with this firm is 2293.4. Time spent preparing the fee motion and related documents is not included.

45. The total lodestar for this time, calculated at the firm's current hourly rates, is \$591,408.30. These rates are the same as those rates charged to the firm's hourly clients.

46. Additionally, based on my 10 years of experience litigating antitrust and class action lawsuits, the rates being charged by my firm reflect the market rate for litigating complex antitrust cases. Similar hourly rates have been approved for my firm by several courts in connection with prosecuting class action cases.

47. Attached as Exhibit 7 is a summary schedule showing the total time spent by each attorney and paralegal associated with this firm during the course of the litigation, along with their hourly rates and individual lodestar figures.

48. The total amount of expenses incurred by this firm in connection with the prosecution of this litigation is \$161,792.46. To date, this firm has not been reimbursed for any of these costs. Expense items are billed separately and are not duplicated in my firm's lodestar.

49. Attached as Exhibit 8 is a summary schedule showing the total expenses incurred by category totaling \$161,792.46.

50. The figures presented in Exhibits 7 and 8 attached hereto exclude time and expenses incurred litigating the New York, Maine and Massachusetts cases that was not useful or instrumental in securing a benefit for the Vermont and/or California classes.

51. These expenses are reflected in the books and records of this firm that are maintained in the ordinary course of business. The books and records are prepared from invoices, check records, receipts, expense vouchers and similar items, and are an accurate record of the expenses incurred.

52. In addition to the time expended by this office, Class Counsel have expended an additional 33,529.47 hours which equates to a lodestar of over \$15 million. See Exhibits 9, 10, 11 12 and 13.

53. Counsel has a requested a fee of \$3,056,250 which is 37.5% of the settlement. This results in an hourly rate of approximately \$85.00 which is far below the market rate for antitrust cases.

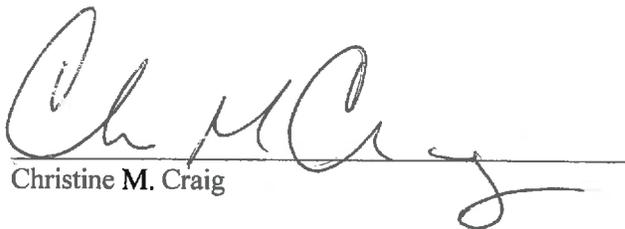
54. Plaintiffs' counsel will receive only a fraction of their lodestar as compensation for litigating this novel and difficult case to a successful conclusion for nine years. Furthermore, from the inception of this litigation through on or around September 30, 2013, Class Counsel has advanced litigation expenses, including expert witness fees, document production and copying costs and other related costs. A complete statement of litigation expenses and costs will accompany final approval papers.

55. In pursuing this matter for approximately 9 years, class counsel have expended approximately \$711212.72 in costs. This includes costs associated with law and motion related writs and appeals, conducting discovery including electronic discovery, compensating expert witnesses, making photocopies, servicing defendants with process as well as paying court fees and postage charges. See Exhibits 9, 10, 11, 12 and 13.

56. For the foregoing reasons, I respectfully request that the Court preliminarily approve the Settlement Agreement as fair, adequate, and reasonable.

I declare under penalty of perjury under the laws of the State of New Hampshire that the foregoing is true and correct.

Executed this 25th day of April , 2014, at Dover, NH.



Christine M. Craig

State of New Hampshire
County of Strafford

Personally appeared the above-named Christine M. Craig and took oath that the foregoing statements made by her are true and accurate to the best of her knowledge and belief.



Notary Public
PATRICIA KRETSCHMAR
Notary Public / Justice of the Peace
My Commission Expires December 8, 2015