



FILED
San Francisco County Superior Court

FEB 04 2014

CLERK OF THE COURT

BY: Stacy K. [Signature]
Deputy Clerk

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7 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
8 **COUNTY OF SAN FRANCISCO**

9
10 JOEL I. ROOS and TOM SANTOS, on)
11 behalf of themselves and all others)
12 similarly situated,)
13 Plaintiffs,)
14 v.)
15 HONEYWELL INTERNATIONAL)
16 INC. and DOES 1-100, inclusive,)
17 Defendants.)

Case No. CGC 04-436205

al,
**[PROPOSED] ORDER GRANTING
SUPPLEMENTAL AND REVISED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Dept: 304

18 WHEREAS, Plaintiffs in the above-captioned matter (“Plaintiffs”) and Defendant
19 Honeywell International Inc. (“Defendant” or “Honeywell”) have reached a proposed class
20 action settlement, the terms of which are embodied in the Settlement Agreement dated
21 November 8, 2013 (the “Settlement” or “Settlement Agreement”), which was filed with the
22 Court in conjunction with Plaintiffs’ Motion for Preliminary Approval of Class Action
23 Settlement (the “Motion”);

24 WHEREAS, Plaintiffs’ Motion was denied, without prejudice, on December 5, 2013;

25 WHEREAS, Plaintiffs, through their attorneys, have applied again to the Court pursuant
26 to Rule 3.769 of the California Rules of Court for an order granting preliminary approval of the
27 parties’ proposed Settlement, approval of the notice to be sent to the Class, and a date for the
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1 final approval hearing, after having fully and completely addressed the Court's concerns in
2 denying Plaintiffs' Motion;

3 NOW, THEREFORE, the Court, having considered the Settlement Agreement, the
4 Supplemental and Revised Motion for Preliminary Approval of Class Action Settlement
5 ("Plaintiffs' Supplemental and Revised Motion"), and all accompanying documents filed
6 therewith, and the parties having consented to the entry of this Order, AND FOR GOOD
7 CAUSE SHOWN,

8 IT IS HEREBY ORDERED as follows:

- 9 1. The Court finds that the proposed settlement amount appears to be within the
10 reasonable range in light of Defendant's potential liability for Plaintiffs' injuries or damages.
- 11 2. The Court, for purposes of this Order, adopts and incorporates the recitals and
12 definitions set forth in the Settlement Agreement.
- 13 3. The Court approves the settlement claims process, including the distribution of
14 notice and settlement funds, and agrees to refrain from entering final Judgment until the Superior
15 Court for the State of Vermont, Orange County orders final approval of the Settlement. The
16 parties will subsequently jointly seek entry of final Judgment in this Court disposing of the case.
- 17 4. The Court directs that Rust Consulting, Inc. and Kinsella Media (collectively
18 "Rust") be appointed as the Settlement Administrator for purposes of carrying out the notice and
19 settlement claims administration process pursuant to the terms set forth in the Settlement
20 Agreement.
- 21 5. Consistent with the Plan of Distribution set forth in the Settlement and attached
22 hereto as Exhibit 1, the Court directs the Settlement Administrator to provide Class members
23 with notice of the class determination and the proposed Settlement as follows:
 - 24 (a) No later than thirty (30) days after this Court grants preliminary approval
25 of the settlement, a copy of the California Short Form Notice of Pendency and Proposed
26 Settlement of Class Action (the "Short Form Notice"), and a copy of the California Short
27 Settlement of Class Action (the "Short Form Notice"), and a copy of the California Short
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1 Form Notice of Pendency and Proposed Settlement of Class Action With Claim Form
2 (“Short Form Notice with Claim Form”), substantially in the forms attached as Exhibits 2
3 and 3, shall be disseminated in substantially the manner set forth in Exhibit 5.

4 (b) No later than thirty (30) days after this Court grants preliminary approval
5 of the settlement, Plaintiffs shall establish a Settlement Website at
6 www.roundthermostats.com, which shall contain the Settlement Agreement, the Long
7 Form Notice of Pendency and Proposed Settlement of Class Action (the “Long Form
8 Notice”), substantially in the form attached as Exhibit 4, and any other forms necessary
9 for a class member to file a claim. This information shall remain available on the
10 Settlement Website until at least May 2, 2014.

11 (c) Prior to the Final Approval Hearing, Plaintiffs shall file proof, by affidavit,
12 of such publication and dissemination.

13 (d) At or prior to the Final Approval Hearing, Plaintiffs’ counsel shall cause
14 to be filed with the Clerk of the Court proof of notice in conformity with this Order.

15 6. The Court finds that the manner and content of the proposed notice will provide
16 the best notice practicable under the circumstances and fully satisfies the requirements of the
17 California Rules of Court, the California Code of Civil Procedure, and due process requirements.
18 The Court therefore approves the proposed Class Notices, including the Short Form Notice, the
19 Short Form Notice with Claim Form, and the Long Form Notice.

20 7. A Final Approval Hearing shall be held before the Honorable Curtis E. A.
21 Karnow in Department 304 of the Superior Court of the State of California, County of San
22 Francisco, at 9:00 a.m. on May 2, 2014 (or at such adjourned time or times as the Court may
23 without further notice direct):

24 (a) To determine whether the proposed Settlement of the Action on the terms
25 and conditions provided for in the Settlement Agreement is fair, adequate and reasonable,
26 whether the payment of attorneys’ fees, costs of litigation, and service awards is
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1 reasonable, whether the Settlement should be approved by the Court, and whether the
2 Order finally approving the Settlement, attached as Exhibit A to the Settlement, is to be
3 entered; and

4 (b) To reserve jurisdiction to effect and enforce the Settlement on the terms
5 and conditions set forth in the Settlement Agreement.

6 8. The Court hereby reserves (a) the right to approve the Settlement, with any
7 modification as may be agreed to by the parties, if appropriate, and (b) the right to adjourn the
8 Final Approval Hearing without further notice to any member(s) of the Class.

9 9. Objections by any member of the Class to: (i) the proposed Settlement or payment
10 of attorney's fees, costs of litigation, and service awards contained in the Settlement Agreement;
11 (ii) entry of the Final Judgment and Order of Dismissal; and/or (iii) the adequacy of
12 representation, shall be heard and any papers submitted in support of said objections shall be
13 considered by the Court at the Final Approval Hearing only if, on or before April 18, 2014, such
14 objector sends to the Claims Administrator a notice of his/her objection with an intention to
15 appear, if any, submits proof of purchase of HRT within the Class Period, states the basis for the
16 objections, and mails copies of the foregoing papers and all other papers in support of the
17 objections to the Claims Administrator at the address below. Appearance or filing a notice of
18 intention to appear at the Final Approval Hearing is not necessary for objectors to submit
19 objections to the proposed Settlement. All papers desired to be considered should be submitted
20 to the Claims Administrator at:

21
22 Honeywell Objections
23 P.O. Box 3053
24 Faribault, MN 55021-2653

25 postmarked by April 18, 2014, which is two weeks prior to the Final Approval Hearing.

26 At least one week in advance of the Final Approval Hearing, Plaintiffs' counsel will
27 collect, file and serve as a group all objections received. Any member of the Class who does not
28 mail an objection to the proposed Settlement in the manner provided for herein shall be deemed

1 to have waived the right to object, including the right to appeal, and shall be forever foreclosed
2 from making any objection to the Settlement, or to any Order or Judgment filed or entered
3 thereon, as applicable in this or any other action or proceeding.

4 10. Any member of the Class who seeks exclusion from the Class must send such a
5 request, postmarked by April 18, 2014, to the Claims Administrator at:

6 Honeywell Round Thermostat Exclusions
7 P.O. Box 3053
8 Fairbault, MN 55021-2653.

9 11. Pending the Final Approval Hearing, all pretrial discovery, all deadlines
10 previously set by this Court and all proceedings in the Action are hereby stayed, except those
11 proceedings in connection with effectuating the Settlement, and all members of the Class are
12 barred and enjoined from commencing or prosecuting, either directly, representatively,
13 derivatively or in any capacity, any Settled Claims against the Released Persons.

14 12. On or before April 25, 2014, (1) the parties shall file all papers in support of the
15 Settlement and the payment of attorney's fees, costs of litigation, and service awards with the
16 Court and shall serve copies of such papers upon each other and upon any objectors who shall
17 have complied with the provisions of paragraph 10 of this Order, (2) Plaintiffs' Counsel shall file
18 a list of the names of all Opt-Outs (the "Opt-Out List") and serve such Opt-Out List upon
19 Defendant's Counsel.

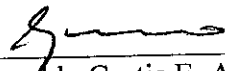
20 13. If the Settlement is not approved or consummated in accordance with the terms of
21 the Settlement Agreement, the Settlement shall have no force or effect and all negotiations,
22 proceedings and statements had in connection therewith shall be without prejudice to any person
23 or entity or to the rights of the parties, who shall be restored to their respective positions existing
24 as of the date and time immediately prior to the execution of this Settlement Agreement nunc pro
25 tunc; provided, however, that the costs and expenses of Notice and Administration shall
26 nonetheless be paid by Defendant and/or its successors in interest as provided for in the
27 Settlement.
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14. The Court retains jurisdiction of the Action to consider all further applications arising out of or connected with the proposed settlement herein.

15. Counsel are hereby authorized to utilize all reasonable procedures in connections with the administration of the settlement that are not materially inconsistent with this Order or the terms of the Settlement.

Dated: February 4, 2014



Honorable Curtis E. A. Karnow
Judge of the Superior Court of the State of California

Exhibit 1

Roos and Santos v. Honeywell International Inc.
San Francisco Superior Court Case No. CGC 04 436205

Wright v. Honeywell International Inc.
Orange County Superior Court Case No. 201-11-04-Oecv

Plan of Distribution

I. General

Each term in this Plan of Distribution shall have the same meaning as given in the Settlement Agreement. If there is any discrepancy between the usage of a term in this document and its usage in the Settlement Agreement, the meaning used in the Settlement Agreement shall control.

II. The Settlement Fund

The Settlement Fund shall mean the Settlement Amount of \$8,150,000 plus any interest that accrues thereon. Interest on the Settlement Fund shall be allocated to each state fund in the same manner as the Settlement Fund is allocated.

III. Distribution

A. The gross Settlement Fund shall be distributed as follows.

1. Any Court-approved attorneys' fees shall be deducted and paid from the Settlement Fund. Lead Counsel for California and Vermont shall be responsible for allocating the respective attorneys' fee award among Class Counsel.
2. All Court-approved costs of Litigation shall be taxed to the Settlement Fund. Lead Counsel shall have the responsibility of allocating those costs to the litigation in general, or to either state, in their discretion.
3. All costs of Notice and Settlement Administration shall be taxed to the Settlement Fund. Costs of Notice and Settlement Administration that are allocable to a specific state shall be taxed to the state fund defined in section 4 below.
4. Any Service Awards approved by the Court for the California matter shall be taxed against the California Fund. Any Service Award approved by the Court for the Vermont matter shall be taxed to the Vermont Fund.

5. After all attorneys' fees, costs of Litigation, and costs of Notice and Settlement Administration are awarded by the Court and deducted from the Settlement Fund, the remainder of the Settlement Fund shall be allocated 91.8% to California (the "California Fund") and 8.2% to Vermont (the "Vermont Fund").
6. Class Counsel may, at their discretion, apply to the Court for a reserve amount to be deducted from the gross Settlement Fund for Notice and Administration costs that have not been incurred, but are anticipated to occur, after the filing of the papers in support of entry of an order finally approving the Settlement.

IV. Calculation of Claims

- A. After the time for filing claims has ended, the Claims Administrator shall, within 30 days, complete all work required to approve or deny a claim. It shall issue to Lead Counsel a report of the number of approved claims, and the total amount of approved claims, in each state.
- B. The Claims Administrator shall calculate the amount available for distribution in each state, by deducting from the state fund the amount of the Court approved attorneys' fees, costs, Service Awards, and any costs of Notice and Administration approved by the Court. Lead Counsel shall inform the Claims Administrator of any additional reserves approved by the Court for future expenses. The amount available for distribution to each state shall be, respectively, the "California Distribution Amount" and the "Vermont Distribution Amount."
- C. The Claims Administrator shall, for each state, determine the total number of HRT for all approved claims. If the amount available for distribution in a given state will permit the payment of \$18.00 per HRT, then a full award shall be made. If, in any state, the number of HRT's claimed in approved claims times \$18.00 exceeds the Distribution amount, then a pro-rata reduction will be made, with the amount per HRT determined by dividing the total number of approved HRT purchases claimed in a state into the total Distribution Amount for that state.

V. Remainder

- A. If a full award is made for each approved HRT claimed in a state, then the Claims Administrator shall calculate the difference between the full gross award amount and the Distribution Amount for that state. Any residual amount shall remain subject to the jurisdiction of the respective state court. After payment of all attorneys' fees and reimbursement of costs, costs of Notice and Administration, Service Awards to Class Plaintiffs, and all timely and valid class member claims, any unpaid residual of the Settlement Fund, plus interest on that sum which accrued at the legal rate of interest from the date of entry of the initial judgment, upon subsequent order of the Courts will distributed through *cy pres* consistent with California Code of Civil Procedure § 384 and 14A V.S.A. § 413 and the common law of Vermont.
- B. If, at any time, the Claims Administrator becomes aware of any claim, by any entity, including a government entity, against the remainder amount, or against the amount represented by issued claims payment checks that have been returned as undeliverable, or have not yet been cashed, it shall notify Lead Counsel within 24 hours, and in no event less than 30 days before such claiming entity seeks the funds. This specifically includes, but is not limited to, state claims that said funds are unclaimed and/or have or will escheat to the state.

Exhibit 2

If you Bought a Honeywell Round Thermostat in California

You Could Get \$18 or More from a Settlement

There is an \$8.15 million Settlement with Honeywell International Inc. involving its circular thermostats.

The lawsuits claim that Honeywell used deception to obtain the trademark for its round thermostat, then used its dominant position in the market to overcharge customers. Honeywell denies that it did anything wrong.

Who is included in the Settlement?

Individuals and businesses that:

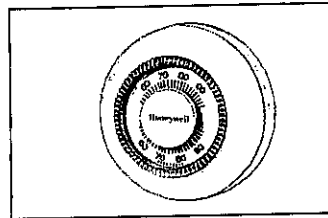
- Purchased Honeywell round thermostats ("HRT") in California from June 30, 1986 until December 5, 2013,
- For their own personal use.

Californians who purchased a home or building with a pre-installed HRT directly from the builder or prior owner are not included unless they purchased another HRT. Purchases made directly from Honeywell are not included.

What does the Settlement provide?

The \$8.15 million Settlement Fund, which includes the costs of notice, will be divided based upon sales of Honeywell Round Thermostats in California and Vermont. California claimants will receive 91.8% of the Settlement after fees and costs.

Consumers who file valid claims can get \$18 per thermostat.



How can I get a payment?

File a claim online at www.RoundThermostats.com by **Month 00, 2014**, or by mail postmarked by **Month 00, 2014**. Call 1-855-287-1280 if you have questions.

What are my rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Honeywell yourself, you must exclude yourself from the Settlement Class by **Month 00, 2014**. If you stay in the Settlement Class, you may object to the Settlement by **Month 00, 2014**. More information on how to exclude yourself from or object to the Settlement is included in a detailed notice available at www.RoundThermostats.com.

The Court will hold a hearing on **Month 00, 2014** to consider whether to approve the Settlement and a request for attorneys' fees of up to 37.5% of the Settlement Fund, plus reimbursement of costs and expenses. Your own lawyer may appear and speak at the hearing at your own expense.

www.RoundThermostats.com 1-855-287-1280

Exhibit 3

If you Bought a Honeywell Round Thermostat in California

You Could Get \$18 or More from a Settlement

There is an \$8.15 million Settlement with Honeywell International Inc. involving its circular thermostats.

The lawsuits claim that Honeywell used deception to obtain the trademark for its round thermostat, then used its dominant position in the market to overcharge customers. Honeywell denies that it did anything wrong.

Who is included in the Settlement?

Individuals and businesses that:

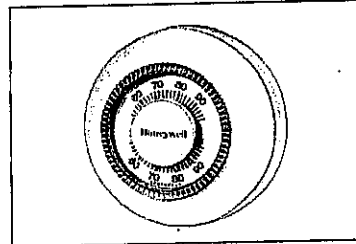
- Purchased Honeywell round thermostats ("HRT") in California from June 30, 1986 until December 5, 2013,
- For their own personal use.

Californians who purchased a home or building with a pre-installed HRT directly from the builder or prior owner are not included unless they purchased another HRT. Purchases made directly from Honeywell are not included.

What does the Settlement provide?

The \$8.15 million Settlement Fund, which includes the costs of notice, will be divided based upon sales of Honeywell Round Thermostats in California and Vermont. California claimants will receive 91.8% of the Settlement after fees and costs.

Consumers who file valid claims can get \$18 per thermostat.



How can I get a payment?

File a claim online at www.RoundThermostats.com by **Month 00, 2014**, or fill out the Claim Form below and return it postmarked by **Month 00, 2014** to the address on the form. If you are claiming more than two thermostat purchases, you must also provide proof of purchase information. Call 1-855-287-1280 if you have questions.

What are my rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Honeywell yourself, you must exclude yourself from the Settlement Class by **Month 00, 2014**. If you stay in the Settlement Class, you may object to the Settlement by **Month 00, 2014**. More information on how to exclude yourself from or object to the Settlement is included in a detailed notice available at www.RoundThermostats.com.

The Court will hold a hearing on **Month 00, 2014** to consider whether to approve the Settlement and a request for attorneys' fees of up to 37.5% of the Settlement Fund, plus reimbursement of costs and expenses. Your own lawyer may appear and speak at the hearing at your own expense.

Claim Form

Must be postmarked no later than Month 00, 2014.

Name: _____

Address: _____

Email (optional): _____

Number of Honeywell Thermostats purchased? _____

(Proof of purchase is required if you are claiming 3 or more thermostats.)

Name of store where you purchased thermostat(s): _____

State where you purchased thermostat(s): _____

I certify under penalty of perjury under the laws of the State of California that the foregoing information is true and correct. I understand that the submission of false information may subject me to criminal prosecution. I submit to the jurisdiction of the Superior Court of California for the City and County of San Francisco.

Signature: _____ Date: _____

Mail to: Honeywell Settlement, P.O. Box 3053, Faribault, MN 55021-2653

www.RoundThermostats.com 1-855-287-1280

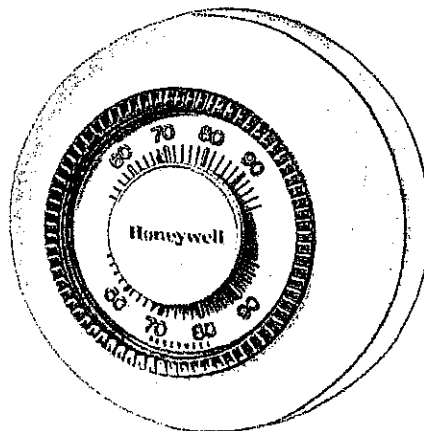
Exhibit 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

**If You Are a Resident of California and Bought One or More
Honeywell Round Thermostats Any Time Between June 30, 1986
and December 5, 2013, For Your Own Use and Not for Resale**

You Could Get Money from an \$8,150,000 Settlement

The Courts have authorized this notice. This is not a solicitation.



- Please read this notice carefully. Your legal rights may be affected whether or not you act.
- A Settlement for \$8,150,000 in cash has been reached in a class action lawsuit in California involving the sale of circular thermostats (see illustration above) produced by Honeywell International Inc. ("Honeywell Round Thermostats" or "HRT"). The Settlement also includes a similar case in Vermont.
- The lawsuits claim that Honeywell used deception to obtain the trademark for its round thermostat, then used its dominant position in the market to overcharge customers. Honeywell denies that it did anything wrong.

File a claim now to request a payment from the Settlement (*see* Question 10).

- The Settlement will pay individuals and businesses up to \$18 for each Honeywell Round Thermostat purchased for their own use in their homes, offices, or other buildings. It does not include persons or businesses that purchased Honeywell Round Thermostats for resale.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will not receive a payment from the Settlement, but you will retain any rights you currently have to separately sue the Defendant for the conduct that is the subject of these lawsuits.
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING	Ask to speak in Court about the Settlement.
DO NOTHING	If you do not submit a claim you will not receive a cash recovery from the Settlement and you will give up any rights you may have to separately sue the Defendant for the conduct that is the subject of the lawsuits.

These rights and options – and the deadlines to exercise them – are explained in this Notice.

BASIC INFORMATION

1. What is this Notice about?

This Notice is to inform you about settlement of a class action lawsuit (“Settlement”) that may affect your rights, before the Court decides whether to approve the Settlement.

The Superior Court of the State of California, County of San Francisco is presiding over a case called *Roos v. Honeywell International Inc.*, (Case No. CGC 04-0436205). The people that sued are called Plaintiffs in this notice, and the company they sued, Honeywell International Inc. may be called Honeywell or the Defendant. (See question 7).

2. What are the lawsuits about?

The lawsuits claim that Honeywell engaged in unlawful conduct that resulted in Honeywell Round Thermostats being sold to individuals and businesses at prices that were higher than otherwise would have been charged had the conduct not taken place, during the period from June 30, 1986 to December 5, 2013. The Defendant denies these claims. The Court has not decided who is right.

QUESTIONS? CALL 1-855-287-1280 OR VISIT WWW.ROUNDTHERMOSTATS.COM

3. What is the Honeywell Round Thermostat?

The Settlement includes purchases of Honeywell thermostats that are round in shape, have a circular base, a round convex cover and round dial in the center of the cover. These include but are not limited to round thermostats described as the T87 model and the Q539 sub-base.

4. What types of purchases are included?

The Settlement covers only "indirect" purchases of Honeywell Round Thermostats for your own use and not for resale. As long as you did not buy "directly" from Honeywell, your purchase of the Honeywell Round Thermostat is an indirect purchase. Indirect purchasers of thermostats usually buy from an electrical supply store, heating and air conditioning supply store, or a home improvement store, or from online vendors. If you purchased a Honeywell Round Thermostat to resell to another person or business, this purchase is not included in the Settlement.

Your qualifying purchase cannot be for a building with a preinstalled HRT.

5. What is a class action?

In a class action, one or more persons or businesses ("Class Representatives") sue on behalf of a group or "class" of others with similar claims. If the Court determines that a particular case should proceed as a class action, the entire group's claims can be combined into a single proceeding, creating efficiencies for the parties and the courts.

WHO IS INCLUDED?

6. How do I know if I am included in the Class Action?

You are included in the Class Action if you meet the following criteria:

- You are a person or business that purchased one or more Honeywell Round Thermostats;
- You are a resident of California;
- Your purchase was made in California;
- Your purchase was made anytime from June 30, 1986 to December 5, 2013;
- You did not re-sell the Honeywell Round Thermostat;
- Your purchase was not made directly from Honeywell; and
- Your purchase was not of a building with a preinstalled HRT.

The complete, specific certified class is defined as:

All persons residing in California who purchased one or more Honeywell Round Thermostats ("HRT") indirectly from Defendant Honeywell International Inc., in California during the Class Period for their own use and not for resale.

QUESTIONS? CALL 1-855-287-1280 OR VISIT WWW.ROUNDTHERMOSTATS.COM

Specifically excluded from the Plaintiff Class are persons who purchased a building with a HRT pre-installed and who have not otherwise acquired an HRT.

Also specifically excluded are the Defendant herein; officers, directors, or employees of any Defendant; any entity in which any defendant has a controlling interest; the affiliates, legal representatives, attorneys, heirs or assigns of any defendant. Also excluded are any federal, state or local governmental entity, and any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

The Class Period is defined as June 30, 1986 through and including December 5, 2013.

7. Who is the Defendant?

The Defendant is Honeywell International Inc., the manufacturer and marketer of the Honeywell Round Thermostat.

THE SETTLEMENT'S BENEFITS

8. What does the Settlement provide?

The Settlement Amount is \$8.15 million in cash. The Settlement Amount will be divided based upon sales of Honeywell Round Thermostats in each state. California claimants will receive 91.8% of the Settlement Amount. Vermont claimants will receive 8.2% of the Settlement Amount. After deduction of attorneys' fees, the notice and claims administration costs, a service award to Class Plaintiffs, and litigation expenses, approximately \$4.25 million is estimated to be available for distribution to eligible class member claimants. More details about the distribution of the Settlement Funds are in the Settlement Agreement available at www.RoundThermostats.com.

9. How will the Settlement Funds be distributed?

It is estimated that approximately \$4.25 million will be available to be paid to Class Members who file valid claims. The distribution plan provides for a payment of \$18 for each Honeywell Round Thermostat purchased by an eligible claimant.

It is possible that if the Settlement Fund is not depleted by the payment to eligible claimants, the remaining money will be distributed to public or non-profit organizations, primarily in California and Vermont. Any distributions will be approved by the Court and will further the purposes of the lawsuit or promote justice. If the total amount claimed from the Settlement exceeds the amount of the Settlement Fund, the distribution to each claimant would be reduced proportionately.

For additional information regarding the claim process and to fill out a Claim Form, visit www.RoundThermostats.com or call 1-855-287-1280 to obtain a paper Claim Form.

QUESTIONS? CALL 1-855-287-1280 OR VISIT WWW.ROUNDTHERMOSTATS.COM

10. How do I get benefits?

If you are claiming one or two Honeywell Round Thermostats, simply complete and submit a Claim Form online or mail a paper Claim Form postmarked by _____, to:

Honeywell Round Thermostat Claims
P.O. Box 3053
Faribault, MN 55021-2653

If you are claiming more than two Honeywell Round Thermostats, you must also submit proof of purchase information.

For additional information regarding completing a Claim Form, visit www.RoundThermostats.com.

11. When will I get benefits?

Benefits will be distributed to Class Members after the Courts grant final approval to the Settlement and any appeals are resolved. Appeals can take a long time to resolve.

REMAIN IN THE CLASS

12. What am I giving up if I stay in the Class?

Unless you exclude yourself, you will be bound by the judgment in this case, and give up your right to separately sue the Defendant for any claims you may have relating to this case. The Settlement Agreement describes the released claims in detail, so read it carefully. The Settlement Agreement is available at www.RoundThermostats.com.

EXCLUDE YOURSELF FROM THE CLASS

13. How do I get out of the Class?

To exclude yourself from the Class, you must send a letter stating that you want to be excluded from *Roos v. Honeywell Int'l Inc.*, (Case No. CGC 04-0436205) ("Request for Exclusion"). Your Request for Exclusion must include your name, address, telephone number, and signature, and it must be postmarked by **Month 00, 2014**, to:

Honeywell Round Thermostat Exclusions
P.O. Box 3053
Faribault, MN 55021-2653

QUESTIONS? CALL 1-855-287-1280 OR VISIT WWW.ROUNDTHERMOSTATS.COM

14. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself, you will remain in the Class and give up any right to separately sue the Defendant for the claims made in these class actions.

OBJECT TO OR COMMENT ON THE SETTLEMENT

15. How do I object to or comment on the Settlement?

If you have not excluded yourself and if you have comments about, or disagree with, any aspect of the Settlement, you may express your views to the Court by writing to the address below. Include your name, address, telephone number, the case name and number, proof of purchase, a brief explanation of your comment or objection, and your signature. Any response must be postmarked by **Month 00, 2014**, and mailed to:

Honeywell Objections
P.O. Box 3053
Faribault, MN 55021-2653

16. What is the difference between excluding myself from the Class and objecting to the Settlement?

If you exclude yourself from the Class, you are telling the Court that you do not want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to the Settlement. Objecting to the Settlement simply means telling the Court that you do not like something about the Settlement. Objecting does not disqualify you from making a claim nor does it make you ineligible to receive a payment.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer representing me?

The Court has appointed the following law firms as Class Counsel to represent you and all other members of the class:

The Mogin Law Firm, P.C.
707 Broadway, Suite 1000
San Diego, CA 92101

and

Abbey Spanier, LLP.
212 East 39th St.
New York, NY 10016

QUESTIONS? CALL 1-855-287-1280 OR VISIT WWW.ROUNDTHERMOSTATS.COM

If you have any question about the Settlement, you can talk to Class Counsel, or you can retain your own lawyer at your own expense.

18. How will the lawyers be paid?

You do not need to separately pay the Plaintiffs' lawyers. Class Counsel, who have advanced significant sums over many years in litigating these cases, will ask the Court for attorneys' fees of up to 37.5% of the total Settlement Funds, plus reimbursement of their costs and expenses. Any award of fees, expenses, and costs comes out of the Settlement Fund and is subject to Court approval.

The attorneys' motion for fees, costs, and expenses (including payments to the Plaintiff Class Representatives) will be available when filed on or about _____, 2014, at www.RoundThermostats.com.

THE FAIRNESS HEARING

19. When and where will the Courts decide whether to approve the Settlement?

The California Court will hold a Fairness Hearing at _____ a.m. on _____, 2014, at the _____ Courthouse, _____. The hearings may be moved to a different date or time without additional notice, so check www.RoundThermostats.com for current information. At the Fairness Hearings, the California Court will consider whether the Settlement is fair, reasonable and adequate. Certain issues, such as the award of attorneys' fees, litigation costs and awards to the Class Plaintiffs, will be determined by the Court. If there are objections or comments by class members, the courts will consider them at that time of their respective hearings. After the hearing, the Court will decide whether to grant final approval of the Settlement. Both courts in California and Vermont must approve the Settlement for it to become final.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. You may also retain a lawyer to appear on your behalf at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing in the California or Vermont Court, depending on your residency. To do so, send a letter indicating your intention to appear, styled, for California residents, "Notice of Intent to Appear in *Roos v. Honeywell Int'l Inc.*, Case No. 04-0436205". Be sure to include your name, address, telephone number and your signature. Your Notice of Intent to Appear must be postmarked by **Month 00, 2014**, and must be sent to the address listed in Question 15. You cannot speak at the hearing if you exclude yourself from the Class.

QUESTIONS? CALL 1-855-287-1280 OR VISIT WWW.ROUNDTHERMOSTATS.COM

GET MORE INFORMATION

22. Where can I get more information?

The Notice summarizes the Settlement. You can get more information about the Settlement at www.RoundThermostats.com, by calling 1-855-287-1280, or by writing to Honeywell Round Thermostat Settlement, P.O. Box 3053, Faribault, MN 55021-2653.

QUESTIONS? CALL 1-855-287-1280 OR VISIT WWW.ROUNDTHERMOSTATS.COM

Exhibit 5

Notice Program
Honeywell Settlement - California
 10/31/2013

Target Audience(s)

California Homeowners ("CA Homeowners")

Paid Media Components

Print Media

Magazine(s)

People - California Edition

Circulation

357,600

Unit Type/Size

Full Page (7" x 10")

Insertions

1

Newspaper Supplement(s)

Parade - California Edition

3,975,575

2/5 Page (5.25" x 6.375")

1

USA Weekend - California Edition

2,708,708

Digest (5" x 6.4375")

1

Online Media

Web

24/7 Network - California

728x90, 300x250, 160x600

58,029,000

Facebook.com - California

110x80

37,299,000

Other Program Components

Earned Media: Press Release (State)

Production and Distribution: Print Ad

Production and Distribution: Banner Ad