

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.)

**[PROPOSED] ORDER GRANTING APPROVAL OF
CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, EXPENSES
AND INCENTIVE AWARDS AND FINAL JUDGMENT**

This matter came before the Court for hearing pursuant to the Court's Order Granting Preliminary Approval of Class Action Settlement dated December 23, 2013 and Supplemental Order dated February 18, 2014 (the "Order") on the application of the parties for final approval of the Settlement Agreement. Due and adequate notice having been given to the Class as required by the Order, and the Court having considered all papers filed and proceedings herein and good cause appearing therefor:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

1. The Settlement Agreement, including all exhibits, is attached hereto as Exhibit A and incorporated as part of this Order Granting Final Approval of Class Action Settlement and Final Judgment. The definitions in the Settlement Agreement, and all terms used herein shall have the same meanings set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of these actions and over all parties thereto, including all Class Members.

3. On or about August 3, 2011, the Vermont Court certified a class defined as follows with respect to those claims asserted pursuant to 9 V.S.A. 2451a(a):

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 that home. Excluded from the class are governmental entities, Defendant, and subsidiaries and affiliates of Defendant.

4. On or about February 21, 2012, the California Court certified a class defined as follows:

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.

Specifically excluded from the Plaintiff Class are persons who purchased a building with an 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 the date certain upon which both the manner and form of class notice have been approved by the Court.

5. On December 23, 2013, the Court granted preliminary approval of this Settlement. Unless otherwise specified, the term "Class" refers to the previously certified class.

6. By Order dated December 23, 2013 and Supplemental Order Dated February 18 , 2014, the Court entered the Order granting preliminary approval of the Settlement and approving the content and dissemination of Notice to Class Members. After such Notice to Class Members, the Court conducted a final approval hearing on May 16, 2014.

7. Notice of Class Certification was provided pursuant to this Court's August 3, 2011 Order. This Notice provided adequate and sufficient notice to members of the class or their option to participate or opt out of the class. As a result, 7 people opted out of the class. Attached hereto as Exhibit B is a list of all persons who have requested to be excluded from the Class and the Settlement and such persons are hereby excluded from this Judgment.

8. The Settlement Notice Plan, described in the exhibits to the Settlement Agreement, provided for giving notice and distributing Claim Forms to Class Members by mail, publication in newspapers throughout the State, the establishment of an Internet website and a toll-free number to assist Class Members. The notices described the lawsuit, the Class, the settlement amounts, the plan of distribution, and the attorneys' fees requested by Plaintiffs' counsel. They also described the Settlement sufficiently to allow Class Members to make an informed choice to participate or to object. The notices contain information on objecting to the Settlement or submitting a claim, as well as the schedule for the final approval hearing. Additionally, the thorough method of notice provided in the Notice Plan had a reasonable chance of reaching a substantial percentage of the Class Members. Accordingly, the Court hereby finds that the Notice of Settlement given to the Class pursuant to this Court's Order was the best notice practicable under the circumstances and satisfies the requirements of Vermont law and the requirements of due process under the Constitutions of the United States and of the State of Vermont.

9. The parties vigorously litigated this case for nearly a decade. There was substantial motion practice and discovery. Difficult and contentious settlement negotiations lasted for over a year and were at times conducted under the auspices of well-respected mediators like the Hon. John E. Munter. The Court finds that the settlement was the product of arm's-length, serious, informed and non-collusive negotiations between experienced and knowledgeable counsel.

10. The Settlement is a "common fund" settlement of \$8.15 million.

11. This Court hereby finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class.

12. This Court hereby finds that the releases given in said settlement have been entered and given in good faith and are in all respects, fair and reasonable and adequate to the Class. The Court therefore determines there is no just reason for delay, and therefore ORDERS the litigation, and Complaint, be dismissed as to Defendant with prejudice and without costs except as provided specifically herein, and releases the Releasees as set forth herein.

13. The Court has examined Class Counsel's request for payment of attorneys' fees and reimbursement of expenses and has considered the relevant terms of the Settlement Agreement. After consideration of numerous factors including (1) the time and labor expended by counsel; (2) the magnitude and complexities of the litigation; (3) the risk of the litigation; (4) the quality of representation; (5) the requested fee in relation to the settlement; and (6) public policy considerations (6) the length of time from initiation to settlement, (7) the lodestar and multiplier amounts, (8) costs reasonably expended by counsel other factors, the Court finds that the requested fees and expenses are fair, just and reasonable to the Class and awards attorneys' fees to Class Counsel in the amount of \$ 3,056,250 and expenses of \$711,212.72.

14. The Court hereby finds that class representative Alfred Wright actively participated in this case and awards him a service award in the amount of \$2,500 each. These payments shall be paid from the Settlement Fund.

15. The Settlement Agreement is hereby finally approved in all respects, and the settling parties are hereby directed to perform according to its terms.

16. These actions and all claims contained therein are dismissed with prejudice as to the Plaintiffs and the Members of the Class who are not excluded from this Judgment. The parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

17. Upon the Effective Date, Plaintiffs and each of the Class Members who are not excluded from this Judgment shall be deemed to have, and by operation of Judgment, shall have, fully, finally, and forever released, relinquished and discharged all released claims against the Releasees.

18. Plaintiffs and other members of the Class who are not excluded from this Judgment are enjoined and prohibited from asserting, pursuing, or prosecuting Released Claims against any of the Releasees.

19. The Court reserves joint jurisdiction with the Superior Court for the State of California over the subject matter of the Settlement Agreement and the settlement consideration created pursuant to the Settlement Agreement, with respect to the implementation, interpretation, enforcement and execution of the Settlement Agreement, and all parties hereto and all beneficiaries hereof, including all Class Members, and for all purposes.

20. In the event that the settlement does not become effective in accordance with the terms of the Settlement Agreement, this Order and the Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in

such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

21. Subject to the terms of the Settlement Agreement, Final Judgment shall be entered as provided herein. This case is hereby dismissed, with prejudice, as to Defendant.

IT IS SO ORDERED.

Dated: _____, 2014

Presiding Justice