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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Barbara Allen, Richard Dippold,  
Melvin Jones, Donald McCarty,  
Richard Scates and Walter G. West,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

Honeywell Retirement Earnings Plan,  
Honeywell Secured Benefit Plan, Plan  
Administrator of Honeywell  
Retirement Earnings Plan, and Plan  
Administrator of Honeywell Secured  
Benefit Plan,

Defendants.

No. CV-04-0424-PHX-ROS

**ORDER**

**WHEREAS**, the Court has read and considered the Class Action Final Settlement Agreement (the "Agreement"), and the exhibits thereto, the Joint Motion and Memorandum in Support of Preliminary Approval of Final Settlement and the exhibits thereto, and all other pleadings herein, and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed in the premises, and with good cause appearing therefore;

1           **IT IS ORDERED** the Joint Motion for Preliminary Approval (Doc. 738) is  
2 **GRANTED.**

3           **IT IS FURTHER ORDERED** the Motion for Preliminary Approval (Doc.  
4 727) is **DENIED AS MOOT.**

5           **IT IS FURTHER ORDERED** a Fairness Hearing is set for April 27, 2012 at  
6 2:00 p.m.

7           **IT IS FURTHER ORDERED:**

8           1.       This Order Preliminarily Approving Final Settlement (the “Preliminary  
9 Approval Order”) incorporates by reference the definitions in the Agreement, and  
10 unless otherwise stated, all terms used in this Order shall have the same meanings set  
11 forth in the Agreement.

12           2.       The Court has jurisdiction over the subject matter of this Litigation and  
13 over all parties to this Litigation, including all members of the Settlement Class and  
14 Defendants.

15           3.       This Court preliminarily approves the Final Settlement set forth in the  
16 Agreement between Named Plaintiffs, the Settlement Class and Defendants  
17 (hereinafter collectively referred to as “Settling Parties”). The Court preliminarily  
18 finds the Final Settlement to be fair, reasonable, and adequate to the Settlement Class,  
19 and adequate to warrant notice of a full hearing for the final determination by the  
20 Court in the Final Fairness Hearing.

21           4.       The Court approves, as to form and content, the Amended Class Notice  
22 filed on December 1, 2011.

23           5.       The date and time of the Final Fairness Hearing shall be added to the  
24 Class Notice before it is mailed and published, respectively, in accordance with  
25 paragraph 8(a), (b) and (c) below.

26           6.       The Court approves, as to form and content, the Claim Form attached to  
27 the Agreement as Exhibit 1.  
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1           7.       The Court finds that the mailing, publication, and distribution of the  
2 Class Notice and Claim Form substantially in the manner and form set forth in  
3 paragraphs 8(a), (b), and (c) below, constitutes the best notice practicable under the  
4 circumstances, including individual notice to all Settlement Class members who can  
5 be identified through reasonable effort, and constitutes valid, due, and sufficient  
6 notice to all persons entitled thereto, complying fully with the requirements of Fed. R.  
7 Civ. P. 23 and due process.

8           8.       The Class Notice and Claim Form procedure is set forth below:

9                   (a)       Within ten (10) business days after entry of the Preliminary  
10 Approval Order, Defendants' Counsel will furnish to Class Counsel a  
11 list of addresses for the Settlement Class members.

12                   (b)       Class Counsel will use its best efforts to mail the Class Notice to  
13 Settlement Class members within fourteen (14) business days after  
14 entry of the Preliminary Approval Order. The Class Notice will include  
15 details of the proposed Final Settlement, the date and time for the Final  
16 Fairness Hearing, and Settlement Class members' right to object to the  
17 Agreement. The Class Notice distribution shall also include the Claim  
18 Form and Change of Information Form and will be sent by first class  
19 mail to the last known address of each Settlement Class member as it  
20 appears in Defendants' records.

21                   (c)       Within fourteen (14) business days after entry of the Preliminary  
22 Approval Order, Class Counsel will use its best efforts to have a  
23 summary of the Class Notice published in the *Arizona Republic*, the  
24 *Arizona Daily Star*, the *Daily Breeze*, the *Los Angeles Times*, and *USA*  
25 *Today*. Additionally, Class Counsel will post the Class Notice, the  
26 Claim Form and the Change of Information Form and provide other  
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1 notices and/or information to Settlement Class members on a website to  
2 be identified by Plaintiffs in the Class Notice.

3 9. At or prior to the Final Fairness Hearing, Class Counsel shall file with  
4 the Court and serve upon Defendants' Counsel proof by declaration or affidavit of the  
5 mailing and publication described in paragraphs 8(b) and (c) above.

6 10. Class Counsel shall provide a Final Settlement Payment List to  
7 Defendants as soon as practicable but no later than twenty-eight (28) days prior to the  
8 Fairness Hearing. Class Counsel shall also submit the Final Settlement Payment List  
9 to the Court in redacted form as soon as practicable after Preliminary Approval and in  
10 no event later than twenty-eight (28) days prior to the Fairness Hearing. Class  
11 Counsel shall also publish, in redacted form, the Final Settlement Payment List on a  
12 secure website to be identified in the Class Notice as soon as practicable after  
13 Preliminary Approval and in no event later than twenty-eight (28) days prior to the  
14 Fairness Hearing.

15 11. All Participants on the Database and all persons who were ruled eligible  
16 for Partial Settlement Benefits who are not known to be deceased as indicated on the  
17 Database or a search using the Social Security Administration's Death Master File  
18 maintained by the United States Department of Commerce shall be entitled to receive  
19 payment of Final Settlement Benefits and will be identified by Class Counsel on the  
20 Final Settlement Payment List unless such individual affirmatively waives his or her  
21 right to receive Final Settlement Benefits. If the Participant or person who received  
22 Partial Settlement Benefits has died, that individual's surviving spouse or if none, the  
23 estate representative must submit a Change of Information Form to provide updated  
24 information to Class Counsel in order to receive an allocation of Final Settlement  
25 Benefits. All other Participants (i.e., Participants who are not on the Database and did  
26 not submit a valid claim form under the Partial Settlement Agreement) must submit a  
27 Claim Form to be eligible to receive payment of Final Settlement Benefits. All Claim  
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1 Forms and Change of Information Forms must be provided to Class Counsel,  
2 postmarked within forty-five (45) days of the date of the Class Notice.

3 12. Class Counsel shall file an application for attorneys' fees on or before  
4 28 days prior to the date of the Fairness Hearing.

5 13. Settlement Class members who wish to comment or object to the  
6 Agreement, the Final Settlement Payment List or to the Fee Application must do so in  
7 accordance with the instructions set forth in the Class Notice.

8 14. A Fairness Hearing shall be held on April 27, 2012 at 2:00 p.m., before  
9 the Honorable Roslyn O. Silver, Chief United States District Court Judge, at the  
10 United States District Court for the District of Arizona, Sandra Day O'Connor US  
11 Courthouse, Courtroom 604, 401 West Washington Street, SPC 59, Phoenix, AZ  
12 85003-2158, for the purpose of determining:

13 (a) whether the proposed Final Settlement as set forth in the Agreement  
14 is fair, reasonable and adequate, is in the best interests of the Settlement  
15 Class, and should be approved by the Court;

16 (b) whether an Order of Judgment should be entered, dismissing with  
17 prejudice all claims of the Named Plaintiffs and the Settlement Class  
18 against Defendants, and that provides for the following:

19  
20 (1) adjudging the Final Settlement to be fair, reasonable and  
adequate;

21 (2) ordering that the Agreement is approved, directing  
22 consummation of the terms and provisions of the  
23 Agreement, and requiring the Parties to take the necessary  
steps to effectuate the terms of the Final Settlement;

24 (3) entering the Final Judgment pursuant to Fed. R. Civ. P.  
25 54(b);

26 (4) dismissing with prejudice the Three Remaining Claims  
27 without additional cost to any of the Parties other than as  
28 provided for in the Agreement;

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- (5) approving the Retirement Plan Amendment and awarding Final Settlement Benefits consistent with the terms of the Agreement;
- (6) awarding attorneys' fees and costs for Class Counsel pursuant to the Fee Application consistent with the terms of the Agreement;
- (7) ordering the Parties' submission to, and the District Court's continuing retention of, exclusive jurisdiction over this matter for the purpose of effectuating and supervising the enforcement, interpretation or implementation of the Final Settlement, and resolving any disputes that may arise thereunder;
- (8) entering an injunction barring any Settlement Class member from filing a separate action with respect to the Released Claims; and
- (9) entering an order stating that Defendants shall not be liable to any person for any determinations made by Class Counsel on the Final Settlement Payment List or for any mistakes, incorrect or incomplete data relied upon by Plaintiffs or Class Counsel in preparing and producing the Final Settlement Payment List.

(c) whether to grant the request of Class Counsel for an award of attorneys' fees pursuant to the Fee Application;

(d) any such other matters as the Agreement contemplates and as the Court may deem just and proper.

15. Any Settlement Class member who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, the Final Settlement Payment List, their membership in the Settlement Class or the request by Class Counsel for an award of fees, must file with the Clerk of the District Court and serve all counsel (to the individuals and addresses specified below), via hand delivery or first class mail, no later than fourteen (14) days before the Final Fairness Hearing, a statement of the objection, as well as the specific reason(s), if any, for each objection, including any

1 legal support that the Settlement Class member wishes to bring to the Court's  
2 attention and any evidence the Settlement Class member wishes to introduce in  
3 support of the objection. Any Settlement Class member who files and serves a  
4 written objection, as described herein, may appear at the Final Fairness Hearing and  
5 request to be heard with respect to the objection timely filed in accordance with this  
6 Paragraph.

7 (a) Service of objections should be made to the Court, to Class  
8 Counsel, Susan Martin, of Martin & Bonnett, P.L.L.C., 1850  
9 North Central Avenue, Suite 2010, Phoenix, AZ 85004, and to  
10 Defendants' counsel, Howard Shapiro, Proskauer Rose, LLP, 650  
11 Poydras Street, Suite 1800, New Orleans, LA 70130.

12 (b) If a Settlement Class member hires an attorney to represent him  
13 or her (at his or her own cost and expense) in filing a written  
14 objection or appearing at the Final Fairness Hearing, the attorney  
15 must file a notice of appearance with the Clerk of the Court no  
16 later than fourteen (14) days before the Final Fairness Hearing or  
17 as the Court may otherwise direct, and serve a copy of such  
18 notice of appearance on all counsel for the Parties.

19 (c) The Parties shall file any written replies to objections submitted  
20 in accordance with this Paragraph no later than seven (7)  
21 calendar days before the Final Fairness Hearing. To the extent  
22 any Settlement Class member submits an objection to the Final  
23 Settlement Payment List, including an objection to the payment  
24 group to which Class Counsel has assigned such Settlement Class  
25 member on the Final Settlement Payment List, Class Counsel  
26 shall be responsible for responding to any such objection and  
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1                   shall provide the Settlement Class member with information  
2                   relevant to Class Counsel's determination.

3           16.    Unless the Court finds good cause for an exception, any Settlement  
4    Class member (or his or her attorney) who fails to comply with the provisions of  
5    Paragraph 15(a) and (b) shall be deemed to have waived any rights the Settlement  
6    Class member may have to appear separately and/or to object, and will be bound by  
7    all the terms of the Agreement and by all proceedings, orders, and judgments in the  
8    Litigation.

9           17.    All other papers in support of the Final Settlement, including a proposed  
10   Final Order Approving Final Settlement with Proposed Findings of Fact and  
11   Conclusions of Law, shall be filed at least fourteen (14) days prior to the Final  
12   Fairness Hearing.

13           18.    The Court may adjourn the Final Fairness Hearing from time to time  
14   and without further notice to the Settlement Class. The Court reserves the right to  
15   approve the Final Settlement at or after the Final Fairness Hearing with such  
16   modifications as may be consented to by the Parties and without further notice to the  
17   Settlement Class. The Court further reserves the right to enter judgment, dismissing  
18   this case with prejudice as to the Defendants and against the Named Plaintiffs and the  
19   Settlement Class at or after the Final Fairness Hearing and without further notice to  
20   the Settlement Class.

21           19.    Upon entry of Final Judgment, the Named Plaintiffs, and each of the  
22   Settlement Class members, on behalf of themselves, their successors, assigns, and any  
23   other person claiming (now and in the future) through or on behalf of them, and  
24   regardless of whether any such Named Plaintiff or Settlement Class member ever  
25   seeks or obtains by any means any distribution from the Final Settlement, shall be  
26   deemed to have, and by operation of the Final Judgment shall have, fully, finally and  
27   forever released, relinquished and discharged all Released Claims against all Released  
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1 Parties and shall have covenanted not to sue all such Released Parties with respect to  
2 all such Released Claims, and shall be permanently barred and enjoined from  
3 instituting, commencing, or prosecuting any such Released Claim against any  
4 Released Parties.

5         20. Upon entry of Final Judgment, the Court will dismiss this Litigation  
6 against Defendants in its entirety with prejudice and without costs.

7         21. The Retirement Plan will pay as an administrative expense all of the  
8 reasonable costs and expenses of postage, printing, duplicating, mailing, and  
9 publishing of the Class Notice. All other expenses incident to the administration of  
10 providing the Class Notice, Claim Form and Change of Information Form and receipt  
11 of the Claim Form and Change of Information Form shall be borne by Class Counsel  
12 and the Settlement Class. The Retirement Plan shall pay such costs and expenses  
13 within forty-five (45) days of receipt of a bill from Class Counsel and/or the Claims  
14 Administrator selected by Class Counsel setting forth such actual costs. The cost of  
15 processing Settlement Payments under this Agreement shall be borne by the  
16 Retirement Plan. If the Final Settlement or this Agreement is terminated for any  
17 reason, the Parties shall have no obligation to reimburse any other Party for any of the  
18 costs incurred under this Agreement.

19         22. The Court retains jurisdiction over all proceedings arising out of or  
20 related to the Final Settlement and the Agreement.

21         23. If for any reason the Agreement does not become effective in  
22 accordance with the terms of the Agreement, this Preliminary Approval Order shall be  
23 rendered null and void and shall be vacated *nunc pro tunc* and the Parties shall be  
24 restored to the *status quo ante*.


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1           24. Pending final determination as to whether the Final Settlement, as set  
2 forth in the Agreement, should be approved, no Settlement Class member shall  
3 commence, prosecute, pursue, or litigate any Released Claims against any Defendant,  
4 whether directly, representatively, or in any other capacity, and regardless of whether  
5 or not any such Settlement Class member has appeared in the Litigation.

6           Dated this 8th day of December, 2011.

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Roslyn O. Silver  
Chief United States District Judge