

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
No. 24-CV-013793-590

LYNNE CURRAN, DEBBIE
JEFFERSON, CATHERINE DUNN,
DAVE VALENTINE, and DONALD
WESCOTT,

Plaintiffs,

v.

HONEYWELL INTERNATIONAL
INC.,

Defendant.

FILED
DATE: November 8, 2024
TIME: 10:02:55 AM
MECKLENBURG COUNTY
CLERK OF SUPERIOR COURT
BY: R. Smith

FINAL APPROVAL ORDER AND JUDGMENT

On May 20, 2024 Plaintiffs Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott and Honeywell International Inc. (“Honeywell”) entered into a settlement agreement, which together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement (“Settlement”) and dismissal of the Litigation with prejudice as to Honeywell upon the terms and conditions set forth therein (the “Settlement Agreement”);

On June 26, 2024 this Court entered an order granting preliminary approval (the “Preliminary Approval Order”), conditionally certifying the Settlement Class and approving the Settlement Agreement between the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Honeywell, as memorialized in the Settlement Agreement that is Exhibit D to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;¹

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement and the Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, except as may otherwise be indicated.

On July 26, 2024 pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class Members were apprised of the nature and pendency of the Litigation, the terms of the Settlement Agreement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

On November 1, 2024 the Court held the Final Approval Hearing to determine, inter alia: (1) whether the Settlement Agreement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Complaint with prejudice. Prior to the Final Approval Hearing, Settlement Class Counsel filed a declaration from the Claims Administrator confirming that the class notice was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorney's fees, costs, and expenses, and the payment of Service Awards.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorney's fees, costs, and expenses, and the application for Service Awards, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all parties thereto, including the Settlement Class Members. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement Agreement does not constitute an admission of liability by Honeywell, and the Court expressly does not make any findings of liability or wrongdoing by Honeywell.

4. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement Agreement.

5. This Court now grants final approval of the Settlement Agreement, including, but not limited to, the releases in the Settlement Agreement and the plans for distribution of the settlement relief. The Court finds that the Settlement Agreement is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement Agreement and this Final Approval Order and Judgment.

6. The Settlement Agreement and every term and provision thereof—including, without limitation, the releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

7. The Parties shall effectuate the Settlement Agreement in accordance with its terms.

NOTICE TO THE SETTLEMENT CLASS

8. The Court finds that the class notice plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, their right to exclude themselves, their right to object to the Settlement Agreement and to appear at the Final Approval Hearing, and satisfied the requirements of the North Carolina Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

OBJECTIONS AND OPT-OUTS

9. No objections were filed by Settlement Class Members.

10. All persons and entities who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections to the Settlement Agreement, including, but not limited to, by appeal, collateral attack, or otherwise.

11. A list of those putative individuals who have timely and validly elected to opt out of the Settlement in accordance with the requirements in the Settlement Agreement (the “Opt-Outs”) has been submitted to the Court in the Declaration of Jessie Montague, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons and/or entities listed in Exhibit A are not bound by the Settlement Agreement, or this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement Agreement.

CLASS CERTIFICATION

12. For purposes of the Settlement Agreement and this Final Approval Order and Judgment, the Court hereby finally certifies, for settlement purposes only, the following Settlement Class:

All Persons who were sent notice by Honeywell that their personally identifiable information was involved in the Data Incident. Excluded from the Settlement Class are: (i) officers and directors of Honeywell; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

13. The Court determines that, for settlement purposes only, the Settlement Class meets all the requirements of N.C. R. Civ. P. 23, namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent class members; that the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the Litigation.

14. The Court grants final approval to the appointment of Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

15. The Court grants final approval to the appointment of William Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC as Settlement Class Counsel. The Court concludes that Settlement Class Counsel have adequately represented the Settlement Class and will continue to do so.

AWARD OF ATTORNEYS' FEES AND SERVICE AWARDS

16. The Court has considered Settlement Class Counsel's motion for attorney's fees, costs, and expenses, and for service awards.

17. The Court awards Class Counsel \$208,500.00 as an award of attorneys' fees and \$2,016.13 as an award of costs and expenses to be paid in accordance with the Settlement Agreement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid in accordance with the Settlement Agreement. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement.

18. The Court grants Settlement Class Counsel's request for Service Awards and awards \$1,000 to each Settlement Class Representative. These Service Awards shall be paid in accordance with the Settlement Agreement.

OTHER PROVISIONS

19. The Claims Administrator shall have continuing authority to administer the Settlement as set out in the Settlement Agreement. Honeywell shall pay the Claims Administrator in accordance with the terms of the Settlement Agreement.

20. The Parties are hereby directed to implement their obligations under the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.

21. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

As of the Effective Date, all Settlement Class Members, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other Person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims (including

Unknown Claims) against the Released Entities and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement Agreement. The terms “Released Entities,” “Released Claims,” and “Unknown Claims” have the meanings set forth in the Settlement Agreement, which is incorporated as part of this Final Approval Order and Judgment.

22. This Final Approval Order and Judgment, the Settlement Agreement, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Honeywell as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Honeywell with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Litigation or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Honeywell; *provided, however*, that nothing in the foregoing, the Settlement Agreement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement Agreement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement Agreement or this Final Approval Order and Judgment (including all releases in the Settlement Agreement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims (including Unknown Claims) in any other proceeding, or as otherwise required by law.

23. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any

Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Honeywell has any merit, or that damages recoverable in the Litigation would not have exceeded the amount of the Settlement.

24. The Settlement Agreement (including without limitation the releases therein) shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out or any other person subject to the provisions of this Final Approval Order and Judgment.

25. The Court hereby dismisses the Litigation, as identified in the Settlement Agreement, and the Complaint and all claims therein on the merits and with prejudice, without fees or costs to any party except as provided in this Final Approval Order and Judgment.

26. Consistent with Section 8 of the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement Agreement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

27. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes, including

enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement Agreement or the implementation of this Final Order and Judgment.

ENTERED: 11/6/2024 3:48:26 PM

DATED: November ____, 2024

A handwritten signature in dark ink, appearing to read 'Louis A. Trosch, Jr.', written over a horizontal line.

By: _____
The Honorable Louis A. Trosch, Jr.
Superior Court Judge