

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.

**UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND MEMORANDUM IN SUPPORT**

Plaintiffs Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott (“Plaintiffs”), individually and on behalf of all others similarly situated, hereby move for entry of an order granting their unopposed motion for preliminary approval of class action settlement (“Settlement”). In support of the unopposed motion, Plaintiffs show the Court the following:

The Settlement reached by the Settling Parties, reflected in the attached Settlement Agreement, should be preliminarily approved because it provides meaningful and substantial benefits to Settlement Class Members and is based upon Plaintiffs’ good faith assessment of the strengths and weaknesses of the claims.

In determining whether to preliminarily approve the Settlement, the Court need only determine whether the Settlement appears to fall within a range of reasonableness, that is, whether it was the product of arm’s-length bargaining free from collusion. Such a finding justifies the Court in ordering that notice be provided to class members and allow them to comment on the Settlement at the Final Approval Hearing. The Settlement exceeds this standard. Accordingly, preliminary

approval should be granted, and notice of the Settlement and Final Approval Hearing should be sent to Settlement Class Members.

I. SUMMARY OF THE LITIGATION

In June 2023, Honeywell International Inc. (“Defendant” or “Honeywell”) became aware that it was impacted by a previously unknown vulnerability in a widely-used third party file-sharing tool. Immediately upon becoming aware of the vulnerability, Honeywell took action to eliminate all access to the affected tool and investigate the incident. Honeywell determined that certain personally identifiable information (“PII”) was among the information that was accessed by unauthorized third party. Honeywell sent Plaintiffs and Settlement Class Members¹ written notice of the incident and, in that written notice, offered Plaintiffs and Settlement Class Members a two-year subscription to Experian IdentityWorks credit monitoring service at no cost.

Beginning in September 2023, Plaintiffs filed a series of putative class action lawsuits in federal court in North Carolina. The cases were consolidated. After the lawsuits were filed, Plaintiffs and Honeywell (collectively the “Settling Parties”) agreed to discuss potential resolution of this matter and exchanged information regarding the Data Incident. After months of arm’s-length negotiation, the exchange of proposed term sheets, and numerous phone calls, the Settling Parties agreed to the terms of a settlement. The parties agreed to dismiss the federal cases pending completion of the settlement documentation.

On March 21, 2024, Plaintiffs commenced this action by filing this putative class action in Mecklenburg County, North Carolina, Superior Court Division, on March 21, 2024, on the basis that Honeywell failed to adequately safeguard the private information of individuals, alleging

¹ The capitalized terms used in this Motion shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

negligence, breach of implied contract, breach of the implied covenant of good faith and fair dealing, and unjust enrichment (the “Litigation”). Plaintiffs’ complaint on behalf of themselves and the putative class seeks monetary and equitable relief. Honeywell denies any wrongdoing and liability in connection with the Data Incident, and maintains it complied with all applicable laws.

The Settling Parties desire to resolve any claims related to the Data Incident rather than continue litigating the matter. The Settling Parties finalized the Settlement Agreement on or about May 22, 2024 attached hereto as **Exhibit 1**. The Settlement Agreement is fair, adequate, and is in the best interests of all Settlement Class Members.

Plaintiffs and Settlement Class Counsel believe that, in consideration of all the circumstances, and after prolonged and serious arm’s-length settlement negotiations with Honeywell, the proposed Settlement embodied in the Settlement Agreement is favorable to the Settlement Class, especially in light of: (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiffs and the Settlement Class now, rather than later (or not at all).

The terms of the proposed Settlement are fair, adequate, and reasonable; the proposed Settlement Class meets all requirements for certification for purposes of settlement; and the proposed notice provides the best practicable notice and comports with due process. Accordingly, Plaintiffs request that the Court enter the proposed Preliminary Approval Order, which: (1) grants preliminary approval of the proposed Settlement Agreement; (2) certifies the Settlement Class contemplated by the Settlement Agreement; (3) appoints William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC as Settlement Class Counsel; (4) orders the proposed Short Notice and Long Notice be sent to the Settlement Class; and (5) schedules a Final

Approval Hearing to consider final approval of the proposed Settlement Agreement and approval of attorneys' fees and expenses, and a Service Award to the Settlement Class Representatives.

II. TERMS OF THE PROPOSED SETTLEMENT

The Settlement Agreement's key terms are as follows:

A. Certification of the Settlement Class

The Settlement Agreement provides for certifying the Settlement Class for settlement purposes only. The "Settlement Class" is defined as:

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. Ex. 1, Part II (Settlement Class definition). The Settlement Class contains approximately 118,379 individuals (each, a "Settlement Class Member"). *Federman Declaration*, ¶ 20, attached hereto as **Exhibit 2**.

B. Benefits to the Settlement Class

The Settlement negotiated on behalf of the Settlement Class provides for four separate forms of monetary and non-monetary relief: (1) compensation for certain documented ordinary losses (out-of-pocket expenses and lost time) subject to an aggregate cap of \$425.00 per Settlement Class Member; (2) compensation for certain documented extraordinary monetary out-of-pocket expenses not to exceed \$2,750.00 per Settlement Class Member; (3) twenty-four (24) months of credit monitoring services with Experian IdentityWorks for those Settlement Class Members who did not enroll in the credit monitoring already offered by Honeywell after the Data Incident, and (4) business practice changes. Ex. 1, §§ 1.1, 1.2, 1.4, and 1.7. The Settlement is subject to an

Aggregate Cap of \$695,000.00. *Id.* § 1.6. Service Awards to Settlement Class Representatives, attorneys' fees and expenses, and Costs of Claims Administration will be paid separately from any benefit payments to the Settlement Class and in no way impact any benefits provided to Settlement Class Members. *Id.* § 7. In summary, the Settlement provides for:

1. Compensation for Ordinary Losses.

a. Out-of-Pocket Expenses

Settlement Class Members may recover compensation for unreimbursed expenses, not to exceed an aggregate total of \$425.00 per Settlement Class Member, for Ordinary Losses (*e.g.*, out-of-pocket expenses) and Lost Time (defined below), upon submission of a Valid Claim and necessary supporting documentation along with the Settlement Class Member's attestation, under penalty of perjury, that the expenses are fairly traceable to the Data Incident. *Id.* § 1.1.

b. Lost Time.

Settlement Class Members may submit claims for up to three (3) hours of lost time at \$27.50/hour (a maximum amount of \$82.50), with an attestation under penalty of perjury that any claimed lost time was spent remedying issues fairly traceable to the Data Incident. Settlement Class Members may submit claims for both Ordinary Losses and Lost Time, but Settlement Class Members shall not be eligible to receive more than \$425.00 in total for claims for Ordinary Losses and Lost Time. *Id.*

2. Compensation for Extraordinary Losses: Honeywell will provide up to \$2,750.00 in compensation to each Settlement Class Member for documented and proven extraordinary monetary out-of-pocket losses if all of the following conditions are satisfied:

a. The loss is an actual, documented, and unreimbursed monetary loss;

- b. The Settlement Class Member submits sufficient documentary proof that his/her identity was stolen as a result of the Data Incident;
- c. The loss occurred during a time period fairly traceable to the Data Incident;
- d. The loss is not already covered by one or more of the Ordinary Loss reimbursement categories above;
- e. The Settlement Class Member attests under penalty of perjury that he/she made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity-theft insurance;
- f. The Settlement Class Member attests under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud; and
- g. The Settlement Class Member provides reasonable documentation of the out-of-pocket losses claimed.

Id. §§ 1.2-1.3.

3. Credit Monitoring and Identity Theft Protection: Honeywell previously made available two (2) years of credit monitoring and identity protection services through Experian IdentityWorks (“Provided Credit Monitoring”). Any Settlement Class Member who has not previously enrolled in the Provided Credit Monitoring will have the opportunity to obtain credit monitoring for twenty-four (24) months from the date of final settlement approval. This offer will be available for 180 days after the Notice Date. *Id.* § 1.4.

4. Remediation and Security Enhancements: In connection with these settlement negotiations, Honeywell has acknowledged (without any admission of liability) that Honeywell

has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future. All Settlement Class Members will benefit from Honeywell's improvements to its cybersecurity since the Data Incident, regardless of whether they file a claim for any other settlement benefits. *Id.* § 1.7.

C. Appointment of Settlement Class Representatives and Settlement Class Counsel

Plaintiffs and their counsel are adequate. There are no conflicts between their interests and the interests of the proposed Settlement Class. Honeywell does not oppose Plaintiffs' appointment as Settlement Class Representatives for purposes of the Settlement only. Honeywell does not oppose appointment of William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC as Settlement Class Counsel for purposes of the Settlement only.

D. Administration of Notice and Claims

RG/2 Claims Administration LLC ("Claims Administrator") will oversee the administration of the Settlement. RG/2 Claims Administration LLC is experienced in claims administration for similar matters. Its website offers more details about its relevant experience. *See* <https://www.rg2claims.com/about.html>. The Costs of Claims Administration will be paid for separately from the settlement benefits available to the Settlement Class Members.

The Claims Administrator will administer the Settlement as provided for in the Settlement Agreement, including: (1) providing notice to the proposed Settlement Class that satisfies all legal requirements; (2) creating and hosting a publicly accessible website (the "Settlement Website") dedicated to providing information related to the Litigation and access to relevant publicly available court documents relating to the Litigation, the Settlement, and the Settlement Agreement, including the Short Notice and Long Notice (attached to the Settlement Agreement); (3) maintaining a toll-free telephone number by which Settlement Class Members can seek additional

information regarding the Settlement Agreement; (4) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests for exclusion from Settlement Class Members; and (6) any other provision of services under the Settlement Agreement that relates to the Settlement and settlement administration. Ex. 1, § 2.3.

Honeywell shall provide the Claims Administrator with the name and physical address of each Settlement Class Member (collectively, “Settlement Class Member Information”) that Honeywell possesses. The Settlement Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement; it shall not be used for any other purpose at any time, and the Claims Administrator shall delete the Settlement Class Member Information when no longer needed to administer the Settlement. *Id.* § 2.3(a).

Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include and make available for download relevant publicly available court documents relating to the Litigation, the Settlement, and the Settlement Agreement, including the Long Notice. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form and supporting documentation electronically. The Claims Administrator will maintain and update the Settlement Website throughout the claim period. *Id.* § 2.3(b).

The Claims Administrator will provide notice to the Settlement Class Members via direct mail to the postal address provided by Honeywell for the Settlement Class Members. The Claims Administrator shall take reasonable steps, as outlined in the Settlement Agreement, to update any

change of address, to re-send notice returned because of an invalid address, and to perform a standard skip trace in an attempt to ascertain the current address for any Settlement Class Member.

Id. § 2.3(c).

A toll-free helpline shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members' questions. The Claims Administrator also will mail copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request, to Settlement Class Members. *Id.* § 2.3(d).

Contemporaneously with seeking final approval of the Settlement, Settlement Class Counsel and Honeywell's Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. *Id.* § 2.3(e).

The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members. *Id.* § 3.1. The Claims Administrator shall determine whether the claimant is a Settlement Class Member, whether the claimant has submitted a complete Claim Form with the necessary information and documentation, and whether the information submitted could lead a reasonable person to conclude that the claimed losses are fairly traceable to the Data Incident. The Claims Administrator will require the documentation requested on the Claim Form and documentation of the claimed losses to be provided to reasonably evaluate the claim. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete. *Id.* § 1.8(a). If needed, the Claims Administrator shall request additional information from the claimant. *Id.* § 1.8(b).

Once the Claims Administrator has received the necessary information, the Claims Administrator will assess the validity of the claim and either accept (in whole or at a lesser amount)

or reject each claim. *Id.* § 1.8(c). Settlement Class Members shall have thirty (30) days from receipt of the final determination by the Claims Administrator to accept or reject the determination regarding an award. *Id.* § 1.8(d). If the Settlement Class Member rejects the Claims Administrator's final determination, the Claims Administrator shall submit that claim first to the Settling Parties for resolution, and then, if needed, to a claims referee for resolution. *Id.* The claims referee will decide any disputes, based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and are fairly traceable to the Data Incident, and the claims referee shall have the power to reject a claim or approve a claim in full or in part. *Id.* § 1.8(e). The Claims Administrator's and, if applicable, claims referee's determination of whether a Settlement Claim is a Valid Claim shall be binding. *Id.* § 3.1.

E. Attorneys' Fees and Service Awards

Subject to Plaintiffs moving for attorneys' fees and the approval of the Court, attorneys' fees and expenses for Settlement Class Counsel will be paid by Honeywell and are not subject to the Aggregate Cap. *Id.* § 1.6. Plaintiffs and Settlement Class Counsel agree not to seek (i) attorneys' fees in an amount greater than thirty percent (30%) of the Aggregate Cap or (ii) expenses in an amount greater than \$10,000.00. *Id.* § 7.1. Honeywell has agreed not to oppose a motion for attorneys' fees and expenses in this Litigation in accordance with those limits. *Id.* In addition, Settlement Class Counsel will apply for, and Honeywell will not oppose, a Service Award of \$1,000.00 for each of the five (5) Settlement Class Representatives, for a maximum total amount of \$5,000.00. *Id.* § 7.3. Honeywell will pay any awarded Service Awards separate and apart from the Aggregate Cap. *Id.* The Settling Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after they agreed on all material terms of relief to the Settlement Class Members. *Id.* § 7.1.

F. Release

The Settling Parties have negotiated a release, the terms of which are set forth in the Settlement Agreement. *See id.* § 6. Upon the Effective Date, any Plaintiff or Settlement Class Member who has not timely opted out shall have released all Released Claims (including Unknown Claims).

III. THE COURT SHOULD APPROVE THE SETTLEMENT

There is a strong judicial policy in favor of settlement to conserve the scarce resources of both the courts and the litigating parties. *Ehrenhaus v. Baker*, 216 N.C. App. 59, 71, 717 S.E.2d 9 (2011); *see also In re Krispy Kreme Doughnuts, Inc. S'holder Litig.*, No. 16-CVS-3101, 2018 WL 264537, at *4 (N.C. Super. Ct., Forsyth Cty., Jan. 2, 2018) (“As a general proposition, North Carolina courts favor settlement over litigation.”); 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions* § 11.41 (4th ed. 2002) (“The compromise of complex litigation can be encouraged by the courts and favored by public policy.”).

Courts considering a proposed settlement under North Carolina Rule of Civil Procedure 23, or its federal law counterpart, typically engage in a three-step process. First, the Court determines whether the proposed settlement merits preliminary approval. Second, the Court directs that notice of the proposed settlement be distributed to the settlement class, thereby providing class members with the opportunity to object to the settlement. Third, the Court evaluates whether final approval of the settlement is warranted and, if so, grants final approval. *See Manual for Complex*

Litigation, Fourth Ed. (“MCL 4th”) § 21.632; N.C. Gen. Stat. § 1A-1, Rule 23(c); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 622 (1997).

A. The Settlement Merits Preliminary Approval

1. Legal Standard for Preliminary Approval

Courts should “appraise the reasonableness of particular class-action settlements on a case-by-case basis, in the light of all the relevant circumstances.” *Evans v. Jeff D.*, 475 U.S. 717, 742 (1986). The preliminary approval process is the Court’s initial assessment of the proposed settlement, the purpose being to determine (1) whether the proposed settlement is within the range of reasonableness; (2) whether it is worthwhile to provide notice to the class of the terms and conditions of the settlement; and (3) whether to schedule a final approval hearing. Newberg § 11.25 (4th ed. 2002). The question at the preliminary approval stage is thus whether the settlement appears to be within the range of possible approval and was “[t]he result of good-faith bargaining at arm’s length, without collusion.” *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991); *see also Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975). This standard has been adopted in North Carolina. *Ehrenhaus*, 216 N.C. App. at 73, 717 S.E.2d at 19 (stating that the purpose of preliminary approval is “to determine whether the proposed settlement is within the range of possible approval or, in other words, whether there is probable cause to notify the class of the proposed settlement” (citing *Horton v. Merrill, Lynch, Pierce, Fenner & Smith, Inc.*, 855 F. Supp. 825, 827 (E.D.N.C. 1994) (internal quotation omitted))).

2. The Proposed Settlement Meets the Standard for Preliminary Approval

The Court may consider several factors in deciding whether to grant preliminary approval, none of which is determinative. The relevant factors include whether the settlement has no obvious deficiencies and otherwise falls within the range of possible approval, whether it unreasonably

grants preferential treatment to the plaintiffs or segments of the class, and whether it appears to be the product of serious, informed, and non-collusive negotiations. MCL 4th § 21.631. If the settlement survives scrutiny under these criteria, the Court should direct that notice of a final approval hearing be given to class members, at which time arguments and evidence may be presented in support of and (to the extent there are objectors) in opposition to the settlement. *Id.*, §§ 21.632, 21.633.

a. The Settlement Has No Obvious Deficiencies and Is Within the Range of Reasonableness

It is well established that the public interest is served by settling litigation. *See Hardin v. KCS Int'l, Inc.*, 199 N.C. App. 687, 703-04, 682 S.E.2d 726, 737-38 (2009). Not only do settlements conserve judicial resources, but they are also the preferred method of resolving legal disputes because they reflect the collective judgment of the litigants, who are in the best position to evaluate the strengths and weaknesses of their legal positions. *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982). In fact, most courts recognize that the opinion of experienced counsel supporting the settlement is entitled to considerable weight. *See, e.g., Reed v. GMC*, 703 F.2d 170, 175 (5th Cir. 1983) (“In reviewing proposed class settlements, a trial judge is dependent upon a match of adversary talent because he cannot obtain the ultimate answers without trying the case.”). Under this framework, the Settlement Class should be notified, and preliminary approval of a settlement is warranted when there is “probable cause” to believe the settlement is fair, reasonable, and adequate. *Ehrenhaus*, 216 N.C. App. at 73, 717 S.E.2d at 19.

The Settlement resolves the Settling Parties’ legal disputes in a reasonable manner. The provisions for the benefit of the Settlement Class provide fair and adequate relief, tailored to address the actual injuries and damages claimed to have been suffered by Plaintiffs and Settlement Class Members. *See supra*, § II.B. Such benefits include the ability to claim significant

compensation for out-of-pocket losses, lost time, extraordinary losses fairly traceable to the Data Incident, credit monitoring protections, and Honeywell’s commitment to increasing their data and information security.

Settlement Class Members will not have to wait several more years to find out if this litigation, if it did not settle, would provide relief, and instead will obtain benefits relatively quickly. Further, the Settlement reflects the strengths and weaknesses of the case, as well as the amount of damages Class Members may have expected to receive from a favorable verdict. Ultimately, the Settlement is within the range of reasonableness and is not obviously deficient.

b. The Settlement Does Not Unreasonably Treat Segments of the Settlement Class Differently

The Settlement provides reasonable benefits to every Settlement Class Member. All Settlement Class Members can claim the same monetary benefits offered. Notably, the Plaintiffs may also claim the same amounts, and are not being treated preferentially.

c. The Settlement Is the Product of Non-Collusive Negotiations

The Settlement was the “result of good-faith bargaining at arm’s length, without collusion.” *Jiffy Lube*, 927 F.2d at 159. Settlement Class Counsel has extensive experience in litigating claims like those asserted in this case. *See* Declaration of William B. Federman, attached hereto as **Exhibit 2**. Honeywell is represented by highly capable outside counsel with experience in both data privacy law and class action litigation. The Settling Parties were professional and collegial in their dealings with one another; however, there is no question each side zealously advocated their respective clients’ position in an adversarial posture. Ex. 2, ¶¶ 16–23.

The Settlement was negotiated over a period of several months, including more than 10 telephone calls and many email communications back and forth between counsel for the Settling Parties. *Id.* at ¶ 18. Each aspect of the Settlement was heavily negotiated, including the provisions

for ordinary expenses, lost time, extraordinary losses, and credit monitoring. *Id.* at ¶ 19–22. After entering into a term sheet memorializing the key provisions of the Settlement, counsel for the Settling Parties spent several additional months negotiating the terms of the final Settlement Agreement that is **Exhibit 1**. *Id.*

Prior to reaching an agreement, the Settling Parties were able to independently assess the costs and risks of proceeding to trial, and the relative strengths and weaknesses of their respective claims and defenses. The Settling Parties’ relationship has been adversarial at each step of litigation. *Id.* at ¶ 22. The Settlement itself was the product of protracted negotiations. *Id.* at ¶¶ 16–23.

IV. THE COURT SHOULD PRELIMINARILY CERTIFY THE SETTLEMENT CLASS

To certify a class under Rule 23 of the North Carolina Rules of Civil Procedure, Plaintiffs must establish: (1) the existence of a class (*i.e.*, that shared issues of law or fact predominate over individual issues); (2) the named representatives are adequate representatives (*i.e.*, they will fairly and adequately represent the class, there is no conflict of interest between the named representatives and the class, and the named parties have a genuine personal interest in the outcome of the case); (3) class members are so numerous to make joinder impractical; (4) adequate notice can be given to the class; and (5) a class action is superior to individual actions. *Crow v. Citicorp Acceptance Co., Inc.*, 319 N.C. 274, 282, 354 S.E.2d 459, 465 (1987); *see also Faulkenbury v. Tchrs. ’ & State Emps. ’ Ret. Sys. of N.C.*, 345 N.C. 683, 697, 483 S.E.2d 422, 431 (1997). These class-certification requirements are properly considered when determining whether to certify a class for settlement purposes. *See, e.g., Nakatsukasa v. Furiex Pharms., Inc.*, 2015 NCBC 68, at ¶¶ 10-15 (N.C. Super Ct. July 1, 2015); *In re Newbridge Bancorp S’holder Litig.*, 2016 NCBC 87, at ¶ 37 (N.C. Super Ct. Nov. 22, 2016).

Plaintiffs contend that the proposed Settlement Class satisfies all requirements under Rule 23, including that the Settlement Class Members share similar issues of fact and law. Plaintiffs contend that all Settlement Class Members suffered the same injury – potential compromise of their PII through the Data Incident – and assert the same legal claims. Plaintiffs contend these claims raise several common questions, such as whether Honeywell failed to adequately safeguard the records of Plaintiffs and other Settlement Class Members. Honeywell’s data security safeguards were common across the Settlement Class, and those applied to the data of one Settlement Class Member did not differ from those safeguards applied to the data of another.

Plaintiffs contend that the common issues here also predominate for purposes of the Settlement Class. Common liability issues often predominate where class members “all assert injury from the same action.” *Gray v. Hearst Commc’ns, Inc.*, 444 F. App’x 698, 701-02 (4th Cir. 2011); *see also Stillmock v. Weis Markets, Inc.*, 385 F. App’x 267, 273 (4th Cir. 2010) (finding common issues predominated where class members were exposed to “the identical risk of identity theft in the identical manner by the repeated identical conduct of the same defendant”).

Plaintiffs contend that common questions predominate because all claims arise out of a common course of conduct by Honeywell. In the context of a data breach settlement, as here, other courts have found predominance satisfied. *See, e.g., Abubaker v. Dominion Dental USA, Inc.*, No. 1:19-cv-01050, 2021 WL 6750844 at *3 (E.D. Va. Nov. 19, 2021); *In re: Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800, 2020 WL 256132 at *13 (N.D. Ga. March 17, 2020); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 311-16 (N.D. Cal. 2018). For purposes of the settlement, the focus on a defendant’s security measures in a data breach class action “is the precise type of predominant question that makes class-wide adjudication worthwhile.” *Anthem*, 327 F.R.D. at 312. Other courts, in the settlement context, have recognized that the types of

common issues arising from data breaches predominate over any individualized issues. *See, e.g., Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018) (finding predominance was satisfied in a data breach case, stating “[t]he many common questions of fact and law that arise from the E-mail Security Incident and [the defendant’s] alleged conduct predominate over any individualized issues”); *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (finding common predominating questions included whether Home Depot failed to reasonably protect class members’ personal and financial information, whether it had a legal duty to do so, and whether it failed to timely notify class members of the data breach); *In re Heartland Payment Sys. Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1059 (S.D. Tex. 2012) (finding predominance satisfied in data breach case despite variations in state laws at issue, concluding such variations went only to trial management, which was inapplicable for settlement class). Thus, for purposes of settlement, Plaintiffs contend the first factor for class certification is satisfied.

Plaintiffs also contend that they are adequate class representatives for the Settlement Class. Plaintiffs each received notice of the Data Incident, and they each allege that their PII was compromised in the Data Incident. Therefore, Plaintiffs have a genuine personal interest in the outcome of the case. Plaintiffs participated in Settlement Class Counsel’s pre-suit investigation and remained in contact throughout the settlement negotiations. At all times during the pre-suit investigation and subsequent litigation Plaintiffs demonstrated their devotion to prosecute this case and to the Settlement Class.

Plaintiffs also contend that Settlement Class Members are too numerous to make joinder possible, and a class action is superior to individual litigation in this context. There are approximately 118,000 Settlement Class Members, making them too numerous for joinder. *See*

Jeffreys v. Commc 'ns Workers of Am. AFL-CIO, 212 F.R.D. 320, 322 (E.D. Va. 2003) (noting that “where the class numbers twenty-five or more, joinder is generally presumed to be impracticable”). Courts in North Carolina have indicated that a class with over 1,000 members is sufficiently numerous to satisfy this inquiry. *See Pitts v. Am. Sec. Ins. Co.*, 144 N.C. App. 1, 550 S.E.2d 179 (2001), *aff’d, ordered not precedential*, 356 N.C. 292, 569 S.E.2d 647 (2002). Additionally, given the relatively low actual damages figure, it is unlikely that, absent a class action, these claims would be pursued as individual cases.

As outlined below, counsel for the Settling Parties have developed a notice plan that will provide actual, direct notice to nearly all members in the Settlement Class. Additionally, the direct notice will be bolstered by information available on the Settlement Website.

Finally, Plaintiffs contend that a class action is superior in this matter. “[T]he purpose of the superiority requirement is to assure that the class action is the most efficient and effective means of resolving the controversy...” 7AA Charles Wright, Arthur Miller & Mary Kay Kane, *Federal Practice and Procedure* § 1779 (3d ed. 2005). Litigating the same claims of over 100,000 persons through individual litigation would be inefficient. For purposes of the settlement, Plaintiffs believe the superiority requirement is satisfied. *See Equifax*, 2020 WL 256132, at *14; *Anthem*, 327 F.R.D. at 315-16.

V. THE COURT SHOULD APPROVE THE NOTICE PLAN

A. The Notice Plan Will Provide the Best Practicable Notice to Settlement Class Members

Under Rule 23(c) of the North Carolina Rules of Civil Procedure, notice of a proposed settlement “shall be given to all members of the class in such a manner as the judge directs.” The rule does not set forth the contents of the notice, which are “dictated by ‘fundamental fairness and due process.’” *Frost v. Mazda Motor of Am., Inc.*, 353 N.C. 188, 197, 540 S.E.2d 324, 330 (2000)

(quoting *Crow*, 319 N.C. at 283, 354 S.E.2d at 463). “The trial court should require that the best notice practical under the circumstances be given to class members. Such notice should include individual notice to all members who can be identified through reasonable efforts, but it need not comply with the formalities of service of process.” *Crow*, 319 N.C. at 283-84, 354 S.E.2d at 466.

Settlement Class Members in this case will receive the best notice practicable under the proposed notice plan because Settlement Class Members will directly receive notice of the Settlement. *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175 (1974) (“[T]he express language and intent of [Federal Rule of Civil Procedure] 23 (c)(2) leave no doubt that individual notice must be provided to those class members who are identifiable through reasonable effort.”). Under the terms of the Settlement Agreement, the same Settlement Class Members who received Honeywell’s pre-litigation cybersecurity incident notification will receive notice through the mail and through a publicly accessible website.

The settlement notice and claims process will adequately apprise Settlement Class Members of the Settlement and provide the means for them to apply for its benefits. The proposed Long Notice sets forth a summary of the terms of the Settlement; an explanation of the persons and claims being released under the Settlement; a description of the Settlement Class; the date, time, and location of the Final Approval Hearing; a statement of Settlement Class Members’ rights to appear and object and the procedures that must be followed to be heard; a statement that Settlement Class Counsel intends to petition for payment of attorneys’ fees and expenses; and whom to contact for more information about the Settlement. The proposed Claim Form is written in a short and plain manner that can be easily followed, and will be in substantially the same form as Exhibit C to the Settlement Agreement. The Short Notice and Long Notice will be in

substantially the same form as those attached as Exhibits A and B to the Settlement Agreement, respectively.

In addition to the direct notice discussed above, the Claims Administrator will establish a Settlement Website that will be dedicated to providing information related to the Settlement and access to relevant publicly available court documents relating to the Litigation, the Settlement, and the Settlement Agreement, including the Long Notice, and offer Settlement Class Members the ability to submit claims and supporting documentation for relief. The notice plan’s blend of direct notice and establishment of a comprehensive Settlement Website will achieve the best notice practicable to the Settlement Class Members as required by Rule 23 of the North Carolina Rules of Civil Procedure.

B. A Final Approval Hearing Should be Scheduled

This Court should schedule a Final Approval Hearing because the Settlement is within the range of reasonableness and the notice plan provides the best practicable notice to Settlement Class members. Plaintiff proposes the following schedule of events leading to the Final Approval Hearing:

ITEM	Deadline
Notice Date	Thirty (30) days following the entry of the Preliminary Approval Order
Last day for Settlement Class Members to Object to the Settlement or to Opt Out	Sixty (60) days after the Notice Date
Claims Deadline	Ninety (90) days after the Notice Date
Deadline to File Motion for Award of Attorneys’ Fees	Fourteen (14) days prior to the last day for Settlement Class Members to Object to the Settlement or to opt out
Deadline to File Motion for Final Approval	Fourteen (14) days prior to the Final Approval Hearing

Final Approval Hearing	No earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order
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VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court: (1) preliminarily approve the proposed Settlement set forth in the Settlement Agreement; (2) preliminarily certify the Settlement Class described *infra*; (3) approve the form and manner of notice set forth herein; (4) appoint William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC as Settlement Class Counsel; (5) set a date for the Final Approval Hearing and corresponding interim deadlines for dissemination of notice and for objections by class members; and (6) to grant such other and further relief as the Court deems just and proper.

Date: June 3, 2024

Respectfully submitted,

By: /s/Ruth A Sheehan
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Attorneys for Plaintiffs and the Settlement
Class

EXHIBIT 1

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.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Plaintiffs Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendant Honeywell International Inc. (“Defendant” or “Honeywell”).

Plaintiffs and Defendant may be referred to individually as a “Settling Party” or collectively as the “Settling Parties.” The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. BACKGROUND

A. The Litigation

In June 2023, Honeywell became aware that it was impacted by a previously unknown vulnerability in a widely-used third-party file-sharing tool. Immediately upon becoming aware of the vulnerability, Honeywell took action to eliminate all access to the affected tool and investigate the incident. During its investigation, Honeywell determined that certain personal information was among the information that was accessed by an unauthorized third party. Honeywell sent Plaintiffs and Settlement Class Members (as defined below) written notice of the incident. In the written notice, and as an added precaution, Honeywell offered Plaintiffs and Settlement Class Members a two-year subscription to Experian IdentityWorks credit monitoring service at no cost.

On March 21, 2024, Plaintiffs commenced this action, Case No. 24-CV-013793-590 (the “Litigation”), by filing a complaint in the Superior Court of North Carolina, Mecklenburg County. The causes of action in the complaint include claims for: (1) negligence; (2) breach of implied contract; (3) breach of the implied covenant of good faith and fair dealing; and (4) unjust enrichment.

B. Claims of Plaintiffs and Benefits of Settling

Plaintiffs believe that the claims asserted in the Litigation have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to proceed with the Litigation against Honeywell through discovery, motion practice, trial, and potential appeals. Plaintiffs and Settlement Class Counsel have also considered the

uncertain outcome and risk of continued litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel is experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

C. Denial of Wrongdoing and Liability

Honeywell denies any and all of the claims, causes of action, and contentions alleged against it, individually and collectively, in the Litigation. Honeywell denies all charges of wrongdoing or liability as alleged, or that could be alleged, in the Litigation. Honeywell likewise denies all claims for damages alleged, or that could be alleged, in the Litigation. Nonetheless, it recognizes the expense and protracted nature of litigation such as this and the uncertainty and risks inherent in any litigation and has therefore concluded that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below. The plural of any defined term includes the singular thereof, and the singular of any defined term includes the plural thereof, as the context may require.

1. “Aggregate Cap” means Honeywell’s total obligation to reimburse Settlement Class Members for Valid Claims, as defined in § 1.6.

2. “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

3. “Claims Administrator” means RG/2 Claims Administration LLC, a company experienced in administering class action claims generally and specifically of the type provided for and made in data security litigation.

4. “Claims Date” means ninety (90) days after the Notice Date.

5. “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C**, which will be available on the Settlement Website and in paper format, if specifically requested by Settlement Class Members.

6. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

7. “Court” means the General Court of Justice, Superior Court Division, of Mecklenburg County, North Carolina.

8. “Data Incident” means the cybersecurity incident involving a third-party file-transfer tool that began on or about May 27, 2023, and that Honeywell discovered in June 2023.

9. “Defendant’s Counsel” means Jonathan Krisko and Greg Skidmore of Robinson, Bradshaw & Hinson, P.A.

10. “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in § 1.8.

11. “Effective Date” means the first day by which all of the events and conditions specified in § 8.1 have occurred and been met.

12. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered the Judgment; and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

Notwithstanding the above, any appeal of an order governing the attorneys’ fees, costs, and expenses award or the Service Award to the Settlement Class Representatives, or any order modifying or reversing any attorneys’ fees, costs, and expenses award or Service Award to the Settlement Class Representatives made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

13. “Final Approval Hearing” means a hearing to be scheduled by the Court for determining whether the Settlement Agreement should be finally approved.

14. “Judgment” means the order by the Court granting final approval of the settlement set forth herein, substantially in the form shown in **Exhibit E**.

15. “Long Notice” means the long-form notice of settlement posted on the Settlement Website, substantially in the form shown in **Exhibit B**.

16. “Notice Date” means thirty (30) days following the entry of the Preliminary Approval Order.

17. “Objection Date” means the date by which Settlement Class Members must mail their written objection to the settlement for that objection to be effective, as defined in § 5.1. The postmark date shall constitute evidence of the date of mailing for these purposes.

18. “Opt-Out Date” means the date by which Settlement Class Members must mail their written requests to be excluded from the Settlement Class for that request to be effective, as defined in § 4.1. The postmark date shall constitute evidence of the date of mailing for these purposes.

19. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

20. “Preliminary Approval Order” means the order from the Court preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed Preliminary Approval Order is attached hereto as **Exhibit D**.

21. “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any individual

or class-wide causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including, but not limited to, 15 U.S.C. §§ 45, *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; state consumer protection statutes; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach-notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Entities based on, relating to, concerning, or arising out of the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Entities to enforce the terms of the settlement contained in this Settlement Agreement, and shall not

include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

22. “Released Entities” means Honeywell, its parents, subsidiaries, divisions, and affiliates, and each of its and their respective representatives, officers, principals, agents, directors, employees, insurers, reinsurers, attorneys, predecessors, successors, and assigns, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation or any other action related to the Data Incident; provided, however, that “Released Entities” specifically excludes any outside third-party vendors of Honeywell that are not a parent, subsidiary, division, or affiliate of Honeywell.

23. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

24. “Settlement Class” means 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.

25. “Settlement Class Counsel” means William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC.

26. “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

27. “Settlement Class Representatives” means Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott.

28. “Settlement Website” means the website described in § 2.3(b).

29. “Short Notice” means the content of the mailed notice to the Settlement Class Members, substantially in the form as shown in **Exhibit A**. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Date, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, costs, and expenses and Service Award, and the date of the Final Approval Hearing.

30. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Entities that, if known by him or her, might have affected his or her settlement with, and release of, the Released Entities, or might have affected his or her decision not to object and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*; Montana Code Ann. § 28-1-1602;

North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

31. “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, Puerto Rico, and all territories.

32. “USD” means United States Dollars. All dollar amounts in this Settlement Agreement are in United States Dollars.

33. “Valid Claim” means a Settlement Claim in an amount approved by the Claims Administrator or found to be valid through claims processing and/or through Dispute Resolution.

III. Terms of the Settlement

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Plaintiffs, individually and on behalf of the Settlement Class, and Honeywell that, subject to the approval of the Court, the Released Claims (including Unknown Claims) shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement as follows:

1. Settlement Benefits

Subject to the Settlement Agreement becoming Final and the Aggregate Cap, Honeywell will agree to make the following compensation available to Settlement Class Members pursuant to the terms and conditions set out below:

1.1 Compensation for Ordinary Losses and Lost Time. Honeywell will provide compensation for unreimbursed expenses, not to exceed an aggregate total of \$425.00 (four hundred and twenty-five USD) per Settlement Class Member, to any Settlement Class Member who submits a Valid Claim using the Claim Form and with proper documentation, along with an attestation under penalty of perjury that the expenses are fairly traceable to the Data Incident, as further described in

§ 1.3 below. Examples of such unreimbursed expenses include, but are not limited to:

(a) Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long-distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, or fees for credit reports, credit monitoring, or other identity theft insurance products purchased between the date of the Data Incident and the Claims Date (“Ordinary Losses”);

(b) Up to three (3) hours of lost time for time spent remedying issues fairly traceable to the Data Incident, calculated at \$27.50 per hour for a maximum amount of \$82.50 (“Lost Time”).

(c) For avoidance of doubt, a Settlement Class Member may submit claims for both Ordinary Losses and Lost Time, but a Settlement Class Member’s total reimbursement for Ordinary Losses and Lost Time may not exceed, in aggregate, \$425.00.

1.2 Compensation for Extraordinary Losses. A Settlement Class Member can also receive reimbursement for documented and proven extraordinary monetary out-of-pocket expenses if his/her identity was stolen as a result of the Data Incident (“Extraordinary Losses”), in an amount not to exceed \$2,750.00 (two thousand seven hundred and fifty USD) per Settlement Class Member, upon submission of a Valid Claim using the Claim Form and with proper documentation,

along with an attestation under penalty of perjury that the expenses are fairly traceable to the Data Incident, as further described in § 1.3 below.

(a) Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to, (1) unreimbursed bank fees, (2) unreimbursed card reissuance fees, (3) unreimbursed overdraft fees, (4) unreimbursed charges related to unavailability of funds, (5) unreimbursed late fees, (6) unreimbursed over-limit fees, (7) unreimbursed charges from banks or credit card companies, and (8) interest on payday loans due to card cancellations or due to over-limit situations.

(b) To claim Extraordinary Losses, the Settlement Class Member must (i) provide sufficient documentary proof that his/her identity was stolen as a result of the Data Incident; (ii) attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud; (iii) attest under penalty of perjury that he/she made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity-theft insurance; and (iv) provide reasonable documentation of the out-of-pocket losses claimed.

(c) An expense that qualifies as an Ordinary Loss or Lost Time may not be claimed as an Extraordinary Loss.

1.3 Process for Claiming Ordinary Losses and Extraordinary Losses.

(a) Settlement Class Members seeking reimbursement under §§ 1.1 and 1.2 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online, on or before the Claims Date. The notice to the Settlement Class will specify the Claims Date and other relevant dates.

(b) The Claim Form must be verified by the Settlement Class Member with an attestation under penalty of perjury that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required.

(c) For Ordinary Losses and Extraordinary Losses, the Settlement Class Member must submit reasonable documentation reflecting that these expenses claimed were both actually incurred and fairly traceable to the Data Incident and not otherwise reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support to other submitted documentation. Failure to provide supporting documentation of Ordinary Losses or Extraordinary Losses, as requested on the Claim Form, shall result in denial of the claim.

(d) For a claim for Lost Time, the Settlement Class Member must provide an attestation under penalty of perjury indicating that the time

claimed was spent in connection with remedying issues fairly traceable to the Data Incident and a written description of when the lost time happened and how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident.

(e) In assessing what qualifies as “fairly traceable to the Data Incident,” the Claims Administrator may consider (i) whether the timing of the loss occurred on or after May 27, 2023; (ii) the type of personal information involved in the Data Incident for that particular Settlement Class Member; (iii) whether the claimed losses pertain to remedying or preventing an identity theft or fraud incident likely to be associated with the release of the type of personal information for that particular Settlement Class Member involved in the Data Incident; and (iv) whether the Settlement Class Member experienced other data incidents or received notices of other data incidents during this time period.

1.4 Credit Monitoring Services. Settlement Class Members who did not enroll in the two years of credit monitoring offered by Honeywell after the Data Incident are eligible to receive twenty-four (24) months of credit monitoring services upon submission of a timely Valid Claim. The offer will be available for one hundred and eighty (180) days after the Notice Date. The credit monitoring services will be provided through Experian IdentityWorks.

1.5 Limitations on Reimbursable Expenses. Before recovering any settlement benefits pursuant to §§ 1.1 and 1.2, a Settlement Class Member must exhaust all his/her existing credit monitoring insurance or other reimbursement

insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Honeywell. Honeywell shall not be required to provide a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

1.6 Aggregate Cap. Honeywell's obligation to reimburse valid claims expenses for the settlement benefits in §§ 1.1 and 1.2 shall not exceed \$695,000.00 (six hundred ninety-five thousand USD), in the total aggregate, for all claim payments for all Settlement Class Members. If the total amount of otherwise Valid Claims exceeds \$695,000.00, in the total aggregate, all Valid Claims shall be reduced *pro rata*. Except for the amounts described in §§ 1.9 and 7, Honeywell's total financial obligation as part of the Settlement Agreement shall not exceed \$695,000.00.

1.7 Changes to Systems or Business Practices.

(a) In connection with these settlement negotiations, Honeywell has acknowledged (without any admission of liability) that Honeywell has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

(b) Nothing in this Settlement Agreement shall create any contractual rights to any present or future equitable remedy requiring Honeywell to

establish or maintain any particular security processes or procedures in the future or otherwise take any action in response to the Litigation. In addition, notwithstanding actions to enforce this settlement, nothing in this Settlement Agreement may be used to create a cause of action against Honeywell or may be used in connection with any other matter against Honeywell.

1.8 Dispute Resolution Process for Claims.

(a) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has submitted a complete Claim Form with all the necessary information, including any documentation that may be necessary to reasonably support the expenses described in § 1; and (iii) the information submitted could lead a reasonable person to conclude that the claimed losses are fairly traceable to the Data Incident, as described in § 1.3(e). The Claims Administrator will require the documentation requested on the Claim Form and documentation of the claimed losses to be provided to reasonably evaluate the claim. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete.

(b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation (other than an adequate written description for Lost Time), to determine whether the claim is valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect

before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply, as determined by the Claims Administrator; however, in no event shall the deadline be extended for longer than three (3) months from the date of the request for Claim Supplementation. If the defect is not timely cured, the claim will be deemed incomplete and thus invalid, and Honeywell shall bear no obligation to pay the claim.

(c) Following receipt of additional information requested by the Claims Administrator or if no additional information is requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to assess the validity of the claim and either accept (in whole or at a lesser amount) or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be a Valid Claim and paid according to § 3. If the Claims Administrator determines that such a claim is not valid, then the Claims Administrator may reject the claim without any further action.

(d) Settlement Class Members shall have thirty (30) days from receipt of the final determination by the Claims Administrator to accept or

reject the determination regarding an award. If the Settlement Class Member approves the final determination, then the approved amount shall be the amount to be paid (pursuant to the process described in § 3 and subject to the Aggregate Cap, as described in § 1.6). If the Settlement Class Member rejects the Claims Administrator's final determination, the Claims Administrator shall submit that claim to the Settling Parties (one of Settlement Class Counsel and one of Defendant's Counsel shall be designated to fill this role). If, after meeting and conferring in good faith to resolve the dispute, the Settling Parties do not agree regarding the Claims Administrator's final determination, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required. If the Settling Parties are unable to mutually agree on a claims referee, the Settling Parties will submit the Settlement Class Member's claim to the Court for final resolution.

(e) Within thirty (30) days of a dispute being submitted to the claims referee, the claims referee shall decide the dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and are fairly traceable to the Data Incident, as described in § 1.3(e). The claims referee shall have the power to reject a claim or approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any Settlement Class Member referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an

authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full.

1.9 Settlement Expenses. All Costs of Claims Administration, including the costs of providing notice, as required under § 2.3, and the costs of Dispute Resolution described in § 1.8, shall be paid by Honeywell.

2. **Procedure for Notice and Approval of Settlement**

2.1 Settlement Class Counsel will file a motion for preliminary approval of the Settlement Agreement with the Court requesting entry of the Preliminary Approval Order, or an order substantially like such form in both terms and cost, requesting, *inter alia*:

(a) Certification of the Settlement Class for settlement purposes only pursuant to § 2.2;

(b) Preliminary approval of the Settlement Agreement as set forth herein;

(c) Appointment of William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC as Settlement Class Counsel;

(d) Appointment of Plaintiffs as Settlement Class Representatives;

(e) Approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to

Exhibit A;

(f) Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, which, together

with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, costs, and expenses, and the requested Service Award to Settlement Class Representatives, and the date, time, and place of the Final Approval Hearing;

(g) Approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit C**; and

(h) Appointment of RG/2 Claims Administration LLC as the Claims Administrator.

2.2 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement as set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, the certification of the Settlement Class provided for herein will be vacated, and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to

any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

2.3 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

(a) Settlement Class Member Information: Within ten (10) days of entry of the Preliminary Approval Order, Honeywell shall provide the Claims Administrator with the name and physical address of each Settlement Class Member (collectively, “Settlement Class Member Information”) that Honeywell possesses. The Settlement Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties, upon request by the Settling Parties (which request will only be made as needed to effectuate this Settlement Agreement), the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class Member Information, and shall delete the Settlement Class Member Information when no longer needed to administer the settlement.

(b) Settlement Website: Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement

Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in PDF format and made available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form and supporting documentation electronically. The Claims Administrator will maintain and update the Settlement Website throughout the claim period.

(c) Short Notice: Within thirty (30) days of entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class Members as follows via direct mail to the postal address provided by Honeywell for the Settlement Class Members.

(i) Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order.

(ii) If a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice.

(iii) In the event that subsequent to the first mailing of a Short Notice, and prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice promptly, but in no event later than seven (7) days of receiving such information. This shall be the final requirement for mailing.

(d) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members’ questions. The Claims Administrator also will mail copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request, to Settlement Class Members.

(e) Contemporaneously with seeking final approval of the Settlement, Settlement Class Counsel and Defendant's Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

2.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with the Preliminary Approval Order. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order and the claims period will close ninety (90) days from the mailing of the Short Notice.

2.5 Settlement Class Counsel and Defendant's Counsel shall request that, after notice is completed, the Court hold the Final Approval Hearing.

3. **Administration of Claims**

3.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members. At a minimum, Settlement Class Counsel, Honeywell, and Defendant's Counsel shall be given monthly reports as to both claims and distributions and have the right to review and obtain supporting documentation to the extent necessary to resolve issues related to Claims Administration and Dispute Resolution. The Claims Administrator's and, if applicable, claims referee's determination of whether a Settlement Claim is a Valid

Claim shall be binding, subject to the Dispute Resolution process set forth in § 1.8.
All claims agreed to be paid by Honeywell shall be deemed a Valid Claim.

3.2 Checks for Valid Claims shall be mailed by the Claims Administrator and postmarked either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later.

3.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise expressly agreed to by the Settling Parties in a written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

3.4 No Person shall have any claim against the Claims Administrator, claims referee, Honeywell, Released Entities, Settlement Class Counsel, Plaintiffs, and/or Defendant's Counsel based on determinations or distributions of benefits to Settlement Class Members or any other matters related to Claims Administration and Dispute Resolution.

3.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be

deemed confidential and protected as such by the Claims Administrator, claims referee, Settlement Class Counsel, and Defendant's Counsel.

4. **Opt-Out Procedures**

4.1 Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated address established by the Claims Administrator. The written notice must clearly manifest the Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Date ("Opt-Out Date").

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in § 4.1 above, referred to herein as "Opt-Outs," shall not receive any cash benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in § 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Settlement Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

4.4 In the event that more than three and a half percent (3.5%) of Settlement Class Members have submitted valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in § 4.1 above, Honeywell has the option (but not the obligation) to terminate this Settlement Agreement.

Honeywell may exercise its option to terminate the Settlement Agreement pursuant to this § 4.4 by notifying Settlement Class Counsel and the Court in writing, within fifteen (15) days of the Opt-Out Date, that it is terminating this Settlement Agreement. If Honeywell terminates the Settlement Agreement pursuant to this § 4.4, Honeywell shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees and expenses of Settlement Class Counsel and any Service Award to Settlement Class Representatives, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

5. **Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection no later than sixty (60) days after the Notice Date ("Objection Date"). Such objection notice shall state: (i) the case name and number of the Action (*Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590 (Mecklenburg County)); (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Data Incident); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Approval Hearing; (vii) the objector's

signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (viii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, located at Mecklenburg County Courthouse, 832 East Fourth Street, Charlotte, North Carolina 28202, under the caption *Curran v. Honeywell International, Inc.*, Case No. 24-CV-013793-590, no later than sixty (60) days after the Notice Date, and served concurrently therewith upon Settlement Class Counsel, William B. Federman of Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120, and Kevin Laukaitis of Laukaitis Law LLC, 954 Avenida Ponce De León, Suite 205, #10518, San Juan, Puerto Rico 00907, and Defendant's Counsel, Jonathan Krisko and Greg Skidmore, Robinson, Bradshaw & Hinson, 101 N. Tryon Street, Suite 1900, Charlotte, North Carolina 28246.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in § 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation, including the Judgment. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of § 5.1. Without limiting the foregoing, any challenge to the

Settlement Agreement or the Judgment shall be pursuant to appeal under the North Carolina Rules of Appellate Procedure and not through a collateral attack.

6. **Release**

6.1 Settlement Class Members who do not opt out of the settlement in accordance with Court-approved opt-out procedures and deadlines, as set forth in § 4, are bound by the release set forth in this § 6.

6.2 The obligations incurred under this Settlement Agreement shall be in full and final disposition of the Litigation and of any and all Released Claims (including Unknown Claims) against all Released Entities.

6.3 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims). Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims (including Unknown Claims) is asserted.

7. **Attorneys' Fees and Expenses and Service Award to Plaintiffs**

7.1 To facilitate the Settling Parties' agreement on attorneys' fees, costs, and expenses and reimbursement in this Litigation, Plaintiffs and their

attorneys agree not to seek (i) attorneys' fees in an amount greater than thirty percent (30%) of the Aggregate Cap or (ii) expenses in an amount greater than \$10,000.00 (ten thousand USD). Honeywell agrees not to oppose a motion for fees and expenses in this Litigation in accordance with those limits. The Settling Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after they agreed on all material terms of relief to the Settlement Class Members.

7.2 Honeywell shall pay such attorneys' fees and expenses of Settlement Class Counsel in the Litigation as may be approved by the Court, provided that (i) Honeywell shall have no obligation to pay a total amount of attorneys' fees that exceeds thirty percent (30%) of the Aggregate Cap and (ii) Honeywell shall have no obligation to pay expenses in an amount greater than \$10,000.00.

7.3 Honeywell also agrees not to contest a request for a service award up to \$1,000.00 (one thousand USD) to each Settlement Class Representative (for a maximum total amount of \$5,000.00), subject to Court approval ("Service Award"). Honeywell shall pay any Service Award to Settlement Class Representatives in addition to any benefits provided to Settlement Class Members. The Settling Parties did not discuss or agree upon payment of a Service Award to

Settlement Class Representatives until after they agreed on all material terms of relief to the Settlement Class Members.

7.4 Any attorneys' fees and expenses awarded by the Court as well as any Service Award to Settlement Class Representatives awarded by the Court shall be due and payable to Settlement Class Counsel within thirty (30) days after the later of (i) the date the Judgment becomes Final, or (ii) the Court's entry of an order awarding attorneys' fees and expenses, if after the date the Judgment becomes Final.

7.5 Honeywell shall pay attorneys' fees and expenses and any Service Award to Settlement Class Representatives, as set forth above in this § 7, to William B. Federman of Federman & Sherwood care of its IOLTA account, who shall distribute (i) the award of attorneys' fees and expenses among Settlement Class Counsel and counsel for Plaintiffs, and (ii) the Service Award to Settlement Class Representatives. Payment to Federman & Sherwood's IOLTA account shall be paid no later than thirty (30) days after the later of (i) the date the Judgment becomes Final, (ii) the Court's entry of an order awarding attorneys' fees and expenses and a Service Award, if any, if after the date the Judgment becomes Final, or (iii) the provision of account information and wiring instructions for the Federman & Sherwood IOLTA account.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award to Settlement Class Representatives, are intended to be considered by the Court separately from the Court's consideration of the

fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees and expenses awarded by the Court to Settlement Class Counsel and Service Award to Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. **Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

8.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court has entered the Preliminary Approval Order as described in § 2.1;

(b) Honeywell has not exercised its option to terminate the Settlement Agreement pursuant to § 4.4;

(c) the Court has entered the Judgment; and

(d) the Judgment has become Final.

8.2 If any of the conditions specified in § 8.1 is not satisfied, the Settlement Agreement shall be cancelled and terminated subject to § 8.3 unless Settlement Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

8.3 In the event that the Settlement Agreement or the releases set forth in § 6 above are not approved by the Court or the settlement set forth in the

Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or Service Award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Honeywell shall be obligated to pay amounts already billed or incurred for the costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9. **Miscellaneous Provisions**

9.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate with each other to the extent reasonably necessary to effectuate and implement all terms and

conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

9.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement resolves all claims in the Litigation and shall not be deemed an admission of liability by Honeywell or the Released Entities and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. It is agreed that no Settling Party shall have any liability to any other Settling Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

9.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault, liability, or omission of any of the Released Entities in any civil, criminal, regulatory, or administrative inquiry or proceeding in any court, administrative agency, or other tribunal. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought

against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or any similar defense or counterclaim.

9.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

9.5 This Settlement Agreement contains the entire understanding between Honeywell and Plaintiffs regarding the settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Honeywell and Plaintiffs in connection with the payment of the settlement. Except as otherwise provided herein, each Settling Party shall bear its own costs. The Settlement Agreement supersedes all previous agreements between Honeywell and Plaintiffs.

9.6 Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the

Settlement Class that Plaintiffs deems appropriate to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

9.7 Each counsel or other Person executing the Settlement Agreement on behalf of any Settling Party warrants that such Person has the full authority to do so.

9.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

9.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. No assignment of this Settlement Agreement will be valid without the other Settling Party's prior written permission.

9.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

9.11 As used in the Settlement Agreement, "he" means "he, she, or it"; "his" means "his, hers, or its"; and "him" means "him, her, or it."

9.12 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language:

“This check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Honeywell shall have no obligation to make payments to the Settlement Class Member for expense and reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. All other provisions of this Settlement Agreement remain in full force and effect.

9.13 The Settling Parties, Settlement Class Counsel, and Defendant’s Counsel have made no representation or warranty with respect to any tax treatment by any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement. Each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds pursuant to this Settlement Agreement. Settlement Class Counsel will act as they determine is required by the Internal

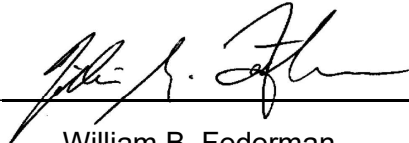
Revenue Code in reporting any settlement benefit provided or attorneys' fees or expenses received pursuant to the Settlement Agreement.

9.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the 20th day of May, 2024.

SIGNATURE PAGE FOLLOWS

AGREED TO BY:

By: 
Name: William B. Federman

Date: 5/20/2024

For Plaintiffs, individually and on behalf of the Settlement Class

By: 
Name: Robert L. Littlehale

Date: May 22, 2024

For Honeywell International Inc.

Exhibit A

[Honeywell Settlement]
c/o [INSERT] Claims Administration
[ADDRESS]



LEGAL NOTICE BY ORDER
OF NORTH
CAROLINA SUPERIOR COURT,
MECKLENBURG COUNTY

*A court authorized this notice.
This is not a solicitation from a lawyer.*

<MAILER ID>
<NAME>
<ADDRESS 1>
<ADDRESS 2>
<CITY, STATE ZIP>

Because Honeywell International Inc. notified you of a Data Incident discovered around June 3, 2023, you could get benefits from a class action settlement.

This Notice contains information about a proposed class action settlement with Honeywell International Inc. ("Honeywell"). More information can be found at www.settlementwebsite.com or by calling toll-free at [1-XXX-XXX-XXXX], or email at [EMAIL ACCOUNT]. Your rights may be affected whether you act or don't act.

What is this Notice for? This Notice is being sent to inform you that a settlement has been reached in the lawsuit, *Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590, pending in the Superior Court of North Carolina, Mecklenburg County. The lawsuit arises out of a cybersecurity incident that Honeywell discovered around June 3, 2023 (the "Data Incident"). In August 2023, Honeywell determined that certain personal information was among the information that was accessed by an unauthorized third party. In early September 2023, Honeywell sent Plaintiffs and Class Members written notice of the Data Incident and provided, as an added precaution, a two-year subscription to Experian's IdentityWorks at no cost. Honeywell denies any wrongdoing and liability in connection with the allegations in the lawsuit.

Who is included? Class Members include all individuals to whom Honeywell sent letters notifying those individuals that their personally identifiable information was involved in the Data Incident. Excluded from the Settlement Class are all those persons who submit timely and valid requests for exclusion from the Settlement Class.

What are my options? You can file a claim to receive Settlement benefits, do nothing and receive no benefits from the Settlement, exclude yourself from the Settlement, or object to the Settlement. To file a claim to receive Settlement benefits go to www.settlementwebsite.com and submit a Claim Form either electronically or postmarked no later than **entry of the Preliminary Approval Order + 120 Days**. To object to or exclude yourself from the Settlement, go to www.settlementwebsite.com and follow the directions to do so no later than **entry of the Preliminary Approval Order + 90 Days**. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and the release contained in the Settlement Agreement between the parties in the lawsuit, even if you do not file a claim. You will be considered a member of the Settlement Class unless you timely exclude yourself from the Settlement (*i.e.*, "opt-out").

What can I get? Under the proposed Settlement, Class Members who submit a Valid Claim by **entry of the Preliminary Approval Order + 120 Days**, are entitled to:

- 1) Reimbursement:** If you incurred certain expenses after the Data Incident, you may be entitled to a cash payment. To receive reimbursement you must submit a Valid Claim and attest under penalty of perjury that the expenses are fairly traceable to the Data Incident. These expenses include (a) up to three (3) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at \$27.50 per hour), (b) documented out-of-pocket expenses or monetary loss (up to \$425 per Class Member for ordinary expenses), and (c) documented extraordinary expenses (up to \$2,750 per Class Member), as outlined in the Settlement Agreement (available at www.settlementwebsite.com).
- 2) Twenty-Four (24) Months of Credit Monitoring:** If you did not previously enroll, as part of the settlement, Honeywell is once again giving you the opportunity to receive twenty-

four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

How do I file a claim? Class Members may submit a claim online using the login and password below at www.settlementwebsite.com. You can also request a claim form by mail by returning the Address Change Form attached.

Login: XXXX **Password:** YYYY

What happens next? The Court will hold a Final Approval Hearing on [] to decide whether the Settlement is fair, reasonable, and adequate. You or (at your own cost) your attorney may ask permission to speak at the hearing.

How do I get more information? Go to the Settlement Website www.settlementwebsite.com **Please do not contact the Court Clerk, the Judge, Honeywell's Counsel, or Honeywell; they are not in a position to give you any advice about the Settlement.**

Carefully separate this Address Change Form at the perforation. Only complete to provide the administrator an updated address.

- Check here if you are requesting a claim form by mail

Name: _____

Current Address: _____

Postage
Required
Post Office will
not deliver
without proper
postage.

[Honeywell Settlement]
c/o [INSERT] Claims Administration
[ADDRESS]

Exhibit B

Notice of Class Action and Proposed Settlement

If Honeywell International Inc. notified you of a Data Incident discovered around June 3, 2023, you may be eligible for compensation benefits from a class action settlement.

**The Superior Court of North Carolina, Mecklenburg County
has preliminarily approved a class action settlement that may affect your legal rights.**

A court authorized this notice. This is not a solicitation from a lawyer.

- A class action settlement has been reached in the case of *Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590, pending in the Superior Court of North Carolina, Mecklenburg County before Judge Trosch.
- The lawsuit arises out of a cybersecurity incident that Honeywell International Inc. (“Honeywell” or “Defendant”) discovered around June 3, 2023 (the “Data Incident”). In June 2023, Honeywell became aware that it was impacted by a previously unknown vulnerability that existed in a widely-used third-party file sharing tool. Honeywell promptly took action to eliminate all access to the affected tool and investigate the incident. In June 2023, Honeywell began sending written notice of the incident. During the course of its investigation, Honeywell determined on August 28, 2023, that certain personal information was among the information that was accessed by an unauthorized third party. In September 2023, Honeywell sent Plaintiffs and other Class Members written notice of the incident. In the written notices, and as an added precaution, Honeywell offered Plaintiffs and the Class Members a two-year subscription to Experian IdentityWorks credit monitoring service at no cost. Honeywell denies wrongdoing and liability in connection with the allegations in the lawsuit.
- On [•], the Court preliminarily approved this settlement (the “Settlement”) and, by agreement of the parties to the lawsuit (the “Parties”), certified this lawsuit to proceed as a class action for settlement purposes only. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at www.settlementwebsite.com. This Notice contains only a summary of the Settlement Agreement.
- If Honeywell sent you notice in or around June 2023 through September 2023 that your personal identifiable information was involved in the Data Incident, you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Honeywell and/or the Related Entities; (ii) any entity in which Honeywell has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Honeywell, and (iv) the members of the judiciary who have presided or are presiding over this matter and their families and staff. A full copy of the Complaint may be reviewed at the Settlement Website at www.settlementwebsite.com.
- If you are a Settlement Class Member, then you may be entitled to compensation and other benefits under the terms of the Settlement. If you are a Settlement Class Member and you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must follow the procedures contained in the Settlement Agreement and outlined in this Notice.
- This notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a lawsuit against you.
- Your legal rights related to this lawsuit are affected whether you act or don’t act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court’s judgment of dismissal and will release claims against Honeywell/Released Entities relating to the Data Incident.	No deadline
SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a claim to receive Settlement benefits. You must submit a Valid Claim to the Claims Administrator to receive any benefits from this Settlement. For more information about submitting a claim, see question 7. You will be bound by the Court’s judgment of dismissal and will release claims against Honeywell/Released Entities relating to the Data Incident.	[entry of the Preliminary Approval Order + 120 Days]
ASK TO BE EXCLUDED	If you choose to exclude yourself (i.e., opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Honeywell/Released Entities relating to the Data Incident.	[entry of the Preliminary Approval Order + 90 Days]
OBJECT	If you wish to object to the Settlement, you must timely submit written notice of your objection to the Clerk of the Court, and send a copy of your objection to the attorneys for the Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.	[entry of the Preliminary Approval Order + 90 Days]

BASIC INFORMATION

1. Why did I receive notice of this Settlement?

You received postcard notice of this Settlement because records show that you received a notice from Honeywell in or around June 2023 through September 2023 that your personal identifiable information was involved in the Data Incident. If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement benefits if you submit a Valid Claim to the Claims Administrator before the deadline, and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “class representatives” (in this case, Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott) sue on behalf of other people who have similar claims. The people together are a “class.” The entity they sued (in this case, Honeywell) is called the “defendant.” One court resolves the issues for every member of the “class” who does not exclude himself/herself.

3. Why is this lawsuit a class action?

The Parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action (for settlement purposes only) because it meets the requirements of applicable court rules. Specifically, the Court found

that, for settlement purposes only, there are a sufficient number of people who may have been affected by the Data Incident at issue in this case, there are legal questions common to each of them, any claims or defenses of the representative parties are typical to those of the class, the Class Representatives will fairly and adequately represent the Settlement Class's interests; and this class action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

Judge Trosch of the Superior Court of North Carolina, Mecklenburg County is overseeing this class action. The case is known as *Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590. The individual who sued is called the "Plaintiff."

Plaintiff filed a lawsuit against Honeywell, individually, and on behalf of anyone whose personal information was potentially compromised as a result of the Data Incident. The lawsuit arises out of alleged unauthorized access of certain files of Honeywell that contained personal information (the "Lawsuit"). The lawsuit is only against Honeywell and not the third parties who accessed the information.

Honeywell denies wrongdoing and liability in connection with the Lawsuit. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Honeywell and the Released Entities. The Settlement is not in any way an admission of wrongdoing or liability by Honeywell and does not imply that there has been, or would be, any finding that Honeywell violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this notice and the opportunity to submit a claim, object, or exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be terminated, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

5. How do I know if I am part of the settlement?

You are included in the Settlement if you were mailed notification by Honeywell that your personal information was involved in the Data Incident. You will be considered a member of the Settlement Class unless you timely opt-out of the Settlement. If you are not sure whether you are included or have any other questions about the Settlement, visit [\[website\]](#), call toll free [\[number\]](#), or write to [\[address\]](#).

6. What does the Settlement Provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

- 1) **Documented out-of-pocket expense reimbursement:** All Settlement Class Members are eligible for reimbursement for the following documented, unreimbursed out-of-pocket expenses that must be fairly traceable to the Data Incident, not to exceed an aggregate total of \$425.00 per Settlement Class Member: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged by the amount of data used); (v) postage; (vi) gasoline for local travel; or (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident (May 2023) and the date of the close of the Claims Deadline (collectively, "Out-of-Pocket Expenses").
- 2) **Lost time reimbursement:** Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent remediating issues fairly traceable to the Data Incident (calculated at \$27.50

per hour, a maximum amount of \$82.50), but only if the Settlement Class Member (i) attests that any claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident; and (ii) provides a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident (“Lost Time”). Claims made for Lost Time can be combined with reimbursement for the above-referenced Out-Of-Pocket Expenses, and are subject to the same total aggregate cap of \$425.00 per Settlement Class Member.

- 3) **Documented extraordinary out-of-pocket expense reimbursement:** Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket losses to the extent not already covered by Out-of-Pocket Expenses if their identity was stolen as a result of the Data Incident in an amount not to exceed \$2,750.00 per Settlement Class Member. Settlement Class Members must provide sufficient documentary proof that their identity was stolen as a result of the Data Incident to be eligible for the following unreimbursed extraordinary out-of-pocket expenses, which include (i) documented professional fees and other costs incurred to address actual identity fraud or theft; (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or over-limit situations (“Extraordinary Expenses”).
- 4) **Credit monitoring services for those who did not enroll previously:** As a precaution, Honeywell offered all those affected by the Data Incident a two-year subscription to Experian IdentityWorks at no cost. If you have already enrolled in credit monitoring, there is nothing more you need to do. If you did not enroll, as part of the Settlement Honeywell is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

Reimbursement Terms: To receive compensation for Out-of-Pocket Expenses, Extraordinary Expenses, or Lost Time, you must submit a Valid Claim, subject to the penalty of perjury, along with any necessary supporting documentation (other than an adequate written description for Lost Time) by [\[entry of the Preliminary Approval Order + 120 Days\]](#), as outlined in the Settlement Agreement. For Extraordinary Expenses and Out-of-Pocket Expenses, you must submit reasonable documentation reflecting that the out-of-pocket losses claimed were both actually incurred and fairly traceable to the Data Incident and have not otherwise been reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement but may be considered by the Claims Administrator to add clarity or support to other submitted documentation. To claim Lost Time, you must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Data Incident and a written description of how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident. If you submit a claim for Out-of-Pocket Expenses and Extraordinary Expenses you must exhaust all reimbursement insurance benefits covering losses due to identity theft and stolen funds available to you in connection with the credit monitoring protections already provided by Honeywell before Honeywell is responsible for any Out-of-Pocket or Extraordinary Expenses claimed, as outlined in the Settlement Agreement. You can review the Claim Form at [\[www.settlementwebsite.com\]](#) to see an explanation of the types of loss that will be considered, as well as specific documentation requirements.

Remedial Measures: The Settlement also provides remedial relief for all Settlement Class Members, regardless of whether you make a claim in the Settlement. Specifically, Honeywell has made certain systems or practice changes to mitigate the risk of similar data incidents in the future.

Fees, Costs, and Expenses Associated with the Settlement: As outlined in the Settlement Agreement, Plaintiffs and their attorneys agree to seek attorneys’ fees in an amount not more than thirty percent (30%) of the \$695,000.00 aggregate cap provided for in the Settlement Agreement and expenses in an amount not greater than

\$10,000.00, and Honeywell agrees not to contest requests at or under these amounts. Honeywell also agrees not to contest a request for incentive award of up to one thousand dollars (\$1,000.00) to each of the five named Plaintiffs.

For those Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, as outlined above and in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the Claims Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay each eligible Settlement Class Member who timely returns a completed Valid Claim Form and who does not actively exclude himself or herself from the Class and who otherwise qualifies for payment pursuant to the terms of the Settlement Agreement.

7. How do I receive a benefit?

If you are an eligible Settlement Class Member and you do not opt-out of the Settlement, and if you wish to receive compensation from the Settlement, then you must make a Valid Claim by [entry of the Preliminary Approval Order + 120 Days], consistent with the Settlement Agreement.

Claims can be filed online at [www.settlementwebsite.com] by [entry of the Preliminary Approval Order + 120 Days] or by mailing your claim form to the Claims Administrator at [Honeywell Settlement; ADDRESS]. You may also contact the Claims Administrator toll-free at [1-XXX-XXX-XXXX], or via email at [EMAIL ACCOUNT], with any questions. Claims for distribution submitted after [entry of the Preliminary Approval Order + 120 Days] will not be paid.

8. How will I receive payments?

The Claims Administrator will issue a check to each Class Member entitled to compensation under the Settlement Agreement either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later. If there is an appeal of the Settlement, payment may be delayed. Cashing the settlement check is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance. If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue Honeywell and the Released Entities for claims in this case, and you release the claims against Honeywell and Released Entities, as outlined in the Settlement Agreement.

10. Why would I ask to be excluded?

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will not be eligible to receive any compensation and/or benefits from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the lawsuit, and you will keep your right to sue Honeywell on your own for the claims that this Settlement resolves.

If you already have, or intend to file, your own lawsuit against Honeywell about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment of dismissal in this case. If you start your own lawsuit against Honeywell after you

exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Honeywell, you should talk to your own lawyer.

11. How do I ask the Court to exclude me from the “class” in this case?

To exclude yourself from the Class, you must sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator and listed in [DESCRIBE WHERE THE PO BOX # CAN BE FOUND]. The written notice must include the case name and docket number *Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590; your full name and address; a statement clearly indicating your intent to be excluded from the Settlement Class; and your signature. All requests for exclusion must be mailed to the Claims Administrator and postmarked no later than [entry of the Preliminary Approval Order + 90 Days]. If you return a late request for exclusion, the request will be deemed invalid, and you will remain a member of the Class and will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, YOUR CLAIM FORM WILL BE DISREGARDED.

12. How do I object to the settlement?

You have the right to object to the Settlement if you wish. To object, you must file a written statement with the Clerk of the Court, located at Superior Court of North Carolina, Mecklenburg County, 832 East Fourth Street, Charlotte, NC 28202, containing the case name and docket number *Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590 (the “Action”), no later than [entry of the Preliminary Approval Order + 90 Days], and simultaneously send copies to Class Counsel and counsel for Honeywell at the addresses below. You must mail a copy of your objection to the following three places postmarked no later than [entry of the Preliminary Approval Order + 90 Day]:

COURT	CLASS COUNSEL	HONEYWELL’S COUNSEL
Clerk of Court Superior Court of North Carolina, Mecklenburg County 832 East Fourth St. Charlotte, NC 28202	William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120 Kevin Laukaitis Laukaitis Law LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, Puerto Rico 00907	Jonathan C. Krisko Greg Skidmore Robinson, Bradshaw & Hinson, P.A. 101 N. Tyron St., Suite 1900 Charlotte, NC 28246

Your objection must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement as to whether you and/or your counsel will appear at the Final Approval Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You will not be excluded from the Settlement by filing an objection. If you have submitted a request for exclusion from the Settlement, you cannot file an objection.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before [INSERT]. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and Honeywell's Counsel.

Any Settlement Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner described above will be deemed to have waived objections to the Settlement and will be foreclosed from raising any objections.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this settlement, the Class Representatives and the Settlement Class are represented by Class Counsel. Class Counsel is comprised of William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC.

You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Is there a release or waiver of claims?

Yes. Unless you affirmatively exclude yourself, you will agree to the "Release" of claims as described in Section 6 of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Honeywell or other Released Entities for any of the Released Claims. It also means that the Court's orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the claims you will give up if you remain in the Settlement by requesting a copy from the Claims Administrator or viewing it online at www.settlementwebsite.com.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Approval Hearing on [DATE] at [TIME], in [Courtroom #] of the Superior Court of North Carolina, Mecklenburg County, located at 832 East Fourth Street, Charlotte, NC 28202. The Final Approval Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide the amount of attorneys' fees, costs, and expenses to pay Class Counsel and the amount of incentive awards to pay Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, Honeywell, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiffs and Honeywell will continue to litigate the case. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you may come to Court to talk about it. You may also pay your own lawyer to attend, if you so choose.

GETTING MORE INFORMATION

17. Are more details available?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.settlementwebsite.com, request a copy via email to EMAIL ACCOUNT, or call the Claims Administrator toll-free at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

Please do not contact the Court Clerk, the Judge, Honeywell’s Counsel, or Honeywell; they are not in a position to give you any advice about the Settlement.

DEADLINE SUMMARY

18. What are the important deadlines?

The following are the important dates and deadlines under the proposed Settlement:

Last Day to Submit Request for Exclusion:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File and Serve Objections:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File a Claim Form:	[entry of the Preliminary Approval Order + 120 Days]
Final Approval Hearing:	[INSERT]

Exhibit C

Curran v. Honeywell International Inc.
Settlement Class Member Claim Form
The Superior Court of North Carolina, Mecklenburg County
No. 24-CV-013793-590

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **[entry of the Preliminary Approval Order + 120 Days]** AND MUST BE FULLY COMPLETED, SIGNED UNDER PENALTY OF PERJURY, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT. YOUR FAILURE TO SUBMIT A TIMELY AND COMPLETE CLAIM FORM WILL RESULT IN YOUR FORFEITING ANY COMPENSATION AND/OR CREDIT MONITORING BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Instructions: Please read carefully the Notice of Class Action Settlement (“Notice”), which is included with this Claim Form. If Honeywell International Inc. (“Honeywell”) notified you of a Data Incident it discovered around June 3, 2023, you may be eligible for benefits from a class action settlement.

YOU MUST TIMELY COMPLETE AND SUBMIT THIS CLAIM FORM TO BE ELIGIBLE TO RECEIVE COMPENSATION AND/OR CREDIT MONITORING BENEFITS UNDER THE SETTLEMENT. FAILURE TO COMPLETE THIS CLAIM FORM MEANS YOU WILL RECEIVE NO BENEFITS UNDER THE SETTLEMENT, BUT WILL BE BOUND BY THE COURT’S DISMISSAL AND RELEASE OF CLAIMS AGAINST HONEYWELL RELATED TO THE DATA INCIDENT.

If you wish to receive compensation and/or credit monitoring benefits from the Settlement, you must take all of the following steps:

- Complete all gray-highlighted sections in the “Your Contact Information” section of this Claim Form in black or blue ink or electronically.
- Check the box next to the benefit(s) you are claiming.
- If you are claiming settlement benefits, complete the gray-highlighted sections relating to the type(s) of settlement benefits you are claiming and provide the information and documentation requested in the section(s).
- Sign and date this Claim Form below attesting, under penalty of perjury, that the statements and information you have provided are true and correct to the best of your knowledge and belief.
- Return this Claim Form by the Deadline (**[entry of the Preliminary Approval Order + 120 Days]**) to: **[Honeywell Settlement; ADDRESS]** or online at **[www.settlementwebsite.com]**. For questions, visit **[www.settlementwebsite.com]**, email at **[EMAIL ACCOUNT]**, or call **[1-XXX-XXX-XXXX]**.

YOUR CONTACT INFORMATION		
Name:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #cccccc; width: 100%;"></div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;">FirstMiddleLast</div>	
Address:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #cccccc; width: 100%;"></div> <div style="text-align:center; font-size: small; margin-top: 5px;">(You must provide a street address. A P.O. Box will not be accepted.)</div> <div style="border-bottom: 1px solid black; height: 15px; background-color: #cccccc; width: 100%;"></div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;">CityStateZIP Code</div>	
Current Phone Number:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #cccccc; width: 100%;"></div> <div style="font-size: small; margin-top: 5px;">(Please provide a phone number where you can be reached if further information is required).</div>	
Current Email Address:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #cccccc; width: 100%;"></div> <div style="font-size: small; margin-top: 5px;">(Please provide an email address where you can be reached for enrollment in the Credit Monitoring Services benefit). Check this box if you do not have an email address: <input type="checkbox"/></div>	
SETTLEMENT CLASS MEMBERSHIP		
By submitting this Claim Form, you attest that you are a Class Member in this Settlement, meaning you were notified by Honeywell that your personally identifiable information was involved in the Data Incident.		

SETTLEMENT BENEFITS

(check the box next to each benefit you claim)

Credit Monitoring Services (for those who did not enroll previously).

As a precaution, Honeywell offered all those affected by the Data Incident a two-year subscription to Experian IdentityWorks credit monitoring services at no cost. If you have already enrolled in credit monitoring, there is nothing more you need to do. If you did not enroll, as part of the Settlement Honeywell is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

Expense Reimbursement.

Documented Out-of-Pocket Expenses. If you incurred documented out-of-pocket expenses that are fairly traceable to the Data Incident that Honeywell discovered around June 3, 2023, and as described in the notice from Honeywell, please describe in the box below the amount of loss(es) you are claiming. Documented unreimbursed out-of-pocket expenses may include: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; or (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident and **entry of the Preliminary Approval Order + 120 Days**. (“Out-of-Pocket Expenses”)

\$ _____.

By submitting this claim for Out-of-Pocket Expenses, you are attesting, subject to penalty of perjury, that these Out-of-Pocket Expenses were incurred as a result of the Data Incident and that these losses or expenses have not otherwise been reimbursed from another source.

Documented Extraordinary Out-of-Pocket Expenses. If you incurred extraordinary out-of-pocket expenses not already covered by the documented Out-of-Pocket Expenses, please describe in the box below the amount of loss(es) you are claiming. Documented extraordinary out-of-pocket expenses may include: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to, (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”).

\$ _____.

By submitting this claim for Extraordinary Expenses, you are attesting, subject to penalty of perjury, that these Extraordinary Expenses were incurred as a result of the Data Incident and actual identity theft or fraud and that these losses or expenses have not otherwise been reimbursed from another source.

In addition to this Claim Form, you must provide to the Claims Administrator reasonable documentation of the Out-of-Pocket Expenses and Extraordinary Expenses claimed above to allow for assessment and validation of these claims. This documentation must include receipts or similar documentation, not “self-prepared” documents such as handwritten receipts. If documentation cannot be provided, you must provide in the box below (and can use a separate paper if more space is needed) an explanation as to why documentation cannot be provided. That reason will be considered by the Claims Administrator and Counsel.

Lost Time. If you spent time in connection with efforts to remedy issues fairly traceable to the Data Incident discovered by Honeywell around June 3, 2023, and described in the notice from Honeywell, you may be eligible to receive reimbursement for up to three (3) hours of lost time (calculated at \$27.50 per hour, a maximum amount of \$82.50). Please state the precise number of hours you have expended in connection with efforts to remedy issues fairly traceable to the Data Incident.

_____ hours of lost time, at the rate of \$27.50 per hour

In addition to this Claim Form, you must provide a description to the Claims Administrator of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident, to allow for assessment and validation of your claim. Please provide that description below. (You can use a separate paper if more space is needed).

By submitting this claim for Lost Time, you are attesting, under penalty of perjury, that this time was spent remediating issues fairly traceable to the Data Incident

Submission of a claim does not guarantee expense reimbursement. In connection with a Valid Claim, each Class Member may receive up to, but no more than, \$425.00 per Settlement Class Member for documented Out-of-Pocket Expenses and Lost Time. Settlement Class Members may not receive more than \$2,750.00 for documented Extraordinary Expenses. This process takes time. Please be patient.

The Claims Administrator may require the submission of supplemental information and documentation reasonably necessary to evaluate any claims.

I understand that, unless I opt out of the settlement, I am bound by the terms and releases set forth in the Settlement.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____

Date: _____

Printed Name: _____

CLAIM FORMS MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN [entry of the Preliminary Approval Order + 120 Days] TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT: [WWW.SETTLEMENTWEBSITE.COM] OR MAIL THIS CLAIM FORM TO: [Honeywell Settlement; ADDRESS]. If you have questions, you may call the Claims Administrator at 1-8XX-XXX-XXX, or email at [EMAIL ACCOUNT]. **Please do not contact the Court Clerk, the Judge, Honeywell's Counsel, or Honeywell; they are not in a position to give you any advice about the Settlement.**

Exhibit D

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.

[PROPOSED] ORDER

This matter is before the Court for consideration of whether the Settlement Agreement reached by the parties (“Settlement”) should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.¹ Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of the Settlement Class

(1) The Court provisionally certifies, solely for the purposes of settlement, 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

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement.

the Settlement Class are: (i) officers and directors of Defendant; (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.

The Settlement Class contains approximately 118,379 individuals (each, a “Settlement Class Member”).

(2) Subject to final approval, the Court determines that, for settlement purposes only, the proposed Settlement Class meets all the requirements of N.C. R. Civ. P. 23, namely that the 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 class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott are designated and appointed as the Settlement Class Representatives.

(4) William Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC are designated as Settlement Class Counsel. The Court finds that Mr. Federman and Mr. Laukaitis are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

(5) Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

(6) A Final Approval Hearing shall take place before the Court on _____, 2024, at ___ a.m./p.m. in Courtroom ___ of the Superior Court of North Carolina, Mecklenburg County, 832 East Fourth St, Charlotte, NC 28202, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to N.C. R. Civ. P. 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (d) a Final Approval Order and Judgment should be entered; (e) the application of Settlement Class Counsel for an award of attorney's fees, costs, and expenses should be approved; and (f) the application for Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Settlement Class Counsel shall submit their application for fees, costs, and expenses and the application for Service Awards no later than 14 days before the last day for Settlement Class Members to object to the Settlement or to opt out.

(8) Any Settlement Class Member that has not timely and properly excluded himself or herself from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude his or herself from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Administration

(9) RG/2 Claims Administration LLC is appointed as the Claims Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, and all other obligations of the Claims Administrator as set forth in the Settlement Agreement. All Costs of Claims Administration incurred by the Claims Administrator will be paid as provided in the Settlement Agreement.

Notice to the Class

(10) The notice plan, along with the Short Notice, Long Notice, and Claim Form attached to the Settlement Agreement as Exhibits A, B, and C, satisfy the requirements of N.C. R. Civ. P. 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court. The Claims Administrator is directed to carry out the notice plan and to perform all other tasks that the Settlement requires.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the notice plan, Short Notice, Long Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements under N.C. R. Civ. P. 23, the constitutional requirements of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Exclusions from the Class

(12) Any Person that wishes to be excluded from the Settlement shall individually sign and timely submit written notice of such intent to the designated address established by the Claims Administrator, postmarked no later than 60 days after the Notice Date (the “Opt-Out Date”). The written notification must include the name of this Litigation (*Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590 (Mecklenburg County)), the full name and address of the Person seeking exclusion from the Settlement; be personally signed by the Person seeking exclusion; include a statement in the body of the document clearly indicating the Person’s intent to be excluded from the Settlement; and request exclusion only for that one Person whose personal signature appears on the request. Any Person who does not submit a valid and timely request for exclusion in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All Persons who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Claims Administrator shall provide the parties with copies of all requests for exclusion promptly upon receipt, a weekly report which includes a summary of the number of requests for exclusion, and, within seven (7) days after the Opt-Out Date, a final list of all that have timely and validly excluded themselves from the Settlement Class in accordance with the terms of the Settlement and herein. Prior to the Final Approval Hearing, the Claims Administrator

shall also prepare and execute a declaration identifying each Person who timely and validly requested exclusion from the Settlement.

Objections to the Settlement

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Clerk of Court and served concurrently on Settlement Class Counsel and Defendant's Counsel no later than 60 days after the Notice Date (the "Objection Date"). For the objection to be considered by the Court, the written objection must be filed with the Clerk of the Court, located at Mecklenburg County Courthouse, 832 East Fourth Street, Charlotte, North Carolina 28202 under the caption *Curran v. Honeywell International, Inc.*, Case No. 24-CV-013793-590 and include:

- a. the case name and number of the Litigation (*Curran v. Honeywell International Inc.*, Case No. 24-CV-013793-590 (Mecklenburg County));
- b. the full name, address, telephone number, and email address (if any) of the objecting Settlement Class Member;
- c. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Data Incident);
- d. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;

- e. the identity of any and all counsel representing the objector in connection with the objection;
- f. a statement as to whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel;
- g. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- h. a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years;
- i. the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

(17) In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether pro se or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

(18) A written notice of objection may be either electronically filed in the Litigation's electronic docket on or before the Objection Date; or sent via first class, postage-prepaid United States Mail, postmarked no later than the Objection Date to (a) the Clerk of Court, (b) Settlement Class Counsel, and (c) Defendant's Counsel at the addresses below.

COURT	DEFENDANT'S COUNSEL	SETTLEMENT CLASS COUNSEL
Clerk of Court Mecklenburg County Courthouse 832 East Fourth St Charlotte, NC 28202	Greg Skidmore Jonathan Krisko ROBINSON BRADSHAW 101 N. Tryon St., Suite 1900 Charlotte, NC 28246	William Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120 Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De León, Suite 205, #10518 San Juan, PR 00907

(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately, object to, and/or seek review of the Settlement Agreement, and shall be bound by all terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation, including the Judgment.

Claims Process and Distribution Plan

(20) The Settlement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form, shall be forever barred from receiving any such benefit. Such Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including

the releases included in the Settlement Agreement, and the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement Agreement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

(23) If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Honeywell of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Litigation or in any other lawsuit.

Stay of Proceedings

(24) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

(25) The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

Actions By Settlement Class Members

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Honeywell related to the Data Incident.

Summary of Deadlines

(27) The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

ACTION	DEADLINE
Notice Date	Thirty (30) days following the entry of this Preliminary Approval Order
Motion for Attorneys' Fees and Expenses and Service Awards	Fourteen (14) days prior to Objection Date and Opt-Out Date
Claims Date	Ninety (90) days after Notice Date
Opt-Out Date	Sixty (60) days after Notice Date

Objection Date	Sixty (60) days after Notice Date
Final Approval Brief and Response to Objections Due	At least fourteen (14) days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than one hundred twenty (120) days after entry of this Preliminary Approval Order

IT IS SO ORDERED this ____ day of _____, 2024.

Exhibit E

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.

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____ [DATE], 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 _____ [DATE], 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 ___ 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

On _____[DATE], 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 _____[DATE], 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:

Motion for Preliminary Approval of Class Action Settlement, except as may otherwise be indicated.

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. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against approval of the Settlement Agreement, and the objections are hereby overruled in all respects.

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 _____, 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 \$ _____ as an award of attorneys' fees and \$ _____ 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 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.

20. This Court hereby dismisses the Litigation, as identified in the Settlement Agreement, on the merits and with prejudice.

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 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:

DATED: _____, 2024

By: _____

EXHIBIT 2

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.

**DECLARATION OF WILLIAM B. FEDERMAN
IN SUPPORT OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, **William B. Federman**, declare under penalty of perjury as follows:

1. I am an attorney duly admitted to the bars of the states of Texas, Oklahoma, and New York. I am a founder and managing member of the law firm Federman & Sherwood, and I am Proposed Co-Counsel for Plaintiffs (“Settlement Class Counsel”)¹ in the above-referenced action (the “Litigation”). I submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, filed contemporaneously herewith.

¹ “Settlement Class Counsel” collectively refers to William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC.

Qualifications

2. I have extensive experience prosecuting complex class actions, especially in data breach litigation. I am licensed to practice law in the States of Oklahoma, Texas, and New York, and I am a member of the bars of numerous federal district and appellate courts.

3. I have extensive experience in class action litigation generally and data breach class actions in particular. My experience, and that of my firm's, is described below.

4. Federman & Sherwood lawyers have served as Lead Counsel, Co-Lead Counsel, or Class Counsel on hundreds of complicated and complex class actions.

5. I have more than forty-one years of diverse, hands-on, trial and appellate experience in the areas of complex litigation, class action litigation, financial fraud litigation, commercial litigation, and consumer litigation.

6. I have represented clients in multi-district litigation proceedings, federal courts, state courts, and arbitration forums across the United States.

7. Federman & Sherwood lawyers are trailblazers in the data privacy litigation sector, having prosecuted data breach cases for more than nine (9) years, playing a pivotal role in developing key decisions that are regularly relied upon by courts and counsel across the nation, including many of the attorneys who are now seeking positions in this proceeding. *See, e.g., In re Brinker Data Incident Litig.*, No. 3:18-CV-686-TJC-MCR, 2021 WL 1405508 (M.D. Fla. Apr. 14, 2021), *vacated in part sub nom. Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023) (one of the first cases where class certification was achieved in the data breach context) (cited in 10 cases to date according to Westlaw); *In re Mednax Servs., Inc., Customer Data Sec. Breach Litig.*, 603 F. Supp. 3d 1183 (S.D. Fla. 2022) (cited in 20 other courts' decisions (and counting)); *Bowen v. Paxton Media Grp., LLC*, No. 5:21-CV-00143-GNS, 2022 WL 4110319 (W.D. Ky. Sept.

8, 2022) (cited by 6 other courts (and counting)); *Mackey v. Belden, Inc.*, No. 4:21-CV-00149-JAR, 2021 WL 3363174 (E.D. Mo. Aug. 3, 2021) (Westlaw notes 51 citing references); and *In re Solara Med. Supplied, LLC Customer Data Sec. Breach Litig.*, 613 F. Supp. 3d 1284 (S.D. Cal. 2020) (cited by 43 other courts). As pioneers in this field, Federman & Sherwood lawyers are well versed in the applicable law, which makes them well suited for efficiently preparing briefs and developing discovery.

8. Federman & Sherwood also has a proven track record of successful and persuasive briefing in the data privacy context. *See, e.g., Carr v. Oklahoma Student Loan Auth.*, No. CIV-23-99-R, 2023 WL 6929850, at *1 (W.D. Okla. Oct. 19, 2023) (motion to dismiss granted in part and denied in part against the Oklahoma Student Loan Authority); *Carr v. Oklahoma Student Loan Auth.*, No. CIV-23-99-R, 2023 WL 6929853 (W.D. Okla. Oct. 19, 2023) (motion to dismiss granted in part and denied in part against Nelnet Servicing, LLC); *Lochridge v. Quality Temp. Servs., Inc.*, No. 22-CV-12086, 2023 WL 4303577, at *1 (E.D. Mich. June 30, 2023) (motion to dismiss granted in part and denied in part); *In re Mednax Servs., Inc., Customer Data Sec. Breach Litig.*, 603 F. Supp. 3d 1183 (S.D. Fla. 2022) (motion to dismiss denied in part and granted in part); *Fischer v. CentralSquare Techs., LLC*, No. 21-CV-60856-RAR, 2021 WL 10558134, at *1 (S.D. Fla. Sept. 16, 2021) (surviving motion to dismiss in part); *In re Solara Med. Supplies, LLC Customer Data Sec. Breach Litig.*, 613 F. Supp. 3d 1284, 1296 (S.D. Cal. 2020) (order granting in part and denying in part the defendant's motion to dismiss); *Kelly v. Walt Disney Parks And Resorts U.S., Inc.*, No. 6:22-cv-01919, ECF No. 59 (M.D. Fla.) (motion to dismiss denied in its entirety in a case outside of the data breach context).

9. Due to Federman & Sherwood's early involvement in this area of law and its plethora of success, Federman & Sherwood has served as lead counsel or co-lead counsel in countless data breach lawsuits spanning the nation, including:

- a. *In re Brinker Data Incident Litig.*, No. 3:18-CV-686-TJC-MCR, 2021 WL 1405508 (M.D. Fla. Apr. 14, 2021), *vacated in part sub nom. Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023);
- b. *Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023) (co-lead class counsel);
- c. *Rose. v. BHI Energy Servs., LLC*, No. 1:23-cv-12513 (D. Mass.) (interim co-lead counsel);
- d. *Woods v. Albany ENT & Allergy Servs., PC*, No. 904730 (N.Y. Sup. Ct. Albany Cnty.) (interim co-lead counsel);
- e. *Perez v. Carvin Wilson Software LLC*, No. CV-23-00792-PHX-SMM (D. Ariz.) (interim co-lead class counsel);
- f. *Bingaman, et al. v. Avem Health Partners, Inc.*, No. CIV-23-134-SLP (W.D. Okla.) (interim lead class counsel and interim liaison class counsel);
- g. *Okonski v. Progressive Casualty Ins. Co.*, No. 1:23-cv-01548 (N.D. Ohio) (interim co-lead class counsel);
- h. *In re: Bryan Cave Leighton Paisner, LLP Data Breach Litig.*, No. 1:23-cv-04249 (N.D. Ill.) (interim lead class counsel);
- i. *Sanders v. Ibex Global Sols., Inc.*, No. 1:22-cv-00591-TNM (D.D.C.) (co-lead settlement class counsel);

- j. *Mackey v. Belden, Inc.*, No. 4:21-cv-00149-JAR (E.D. Mo.) (co-lead settlement class counsel);
- k. *In re: Solara Med. Supplies Data Breach Litig.*, No. 3:19-cv-00284-H-KSC (S.D. Cal.) (interim co-lead class counsel);
- l. *McFarlane v. Altice USA, Inc.*, Case No. 20-cv-1297 (S.D.N.Y.) (interim lead counsel);
- m. *M.S. and D.H. v. Med-Data, Inc.*, Case No. 4:22-cv-00187 (S.D. Tex.) (interim co-lead class counsel; settlement pending); and
- n. *In re: Physician’s Bus. Off. Data Incident Litig.*, Case No. CC-54-2022-C-252 (W. Va. Cir. Ct. Wood Cnty.) (interim co-lead class counsel).

10. Numerous courts have favorably commented on Federman & Sherwood’s and Mr. Federman’s abilities in prosecuting complex cases. For instance, he served as co-lead and liaison counsel in *Mobbs v. Farmers Insurance Co.*, USDC Western District of Oklahoma (Case No. CV-03-158) (Friot, J.). The Court in that case, in approving a proposed settlement, stated:

Finally, let me applaud the efforts of counsel to get it litigated—to get it not only litigated but mediated and resolved subject to court approval. It did take a fair amount of work, not only to litigate the matter and do the discovery, do the briefing, and the argument and case management that had to be done, but it took a fair amount of good professional judgment to also get it settled.

And up until I approved the settlement a few minutes ago, it was a case that presented, in my view, very substantial risk for both sides, and I certainly do applaud the efforts of settlement—the efforts of counsel in crafting the settlement that was reached. Which I, as I have said, am well satisfied is fair, just, and reasonable settlement for the unnamed class members as well as the representative plaintiffs.

11. In addition, Mr. Federman has been appointed and currently serves as a Special Master for the District Court of Oklahoma County (*Access Fin. Grp., Inc. v. McGuire*, Case No. CJ-2020-2542) (Andrews, J.); was a member of the Arbitration Panel, New York Stock Exchange (1985 to 1995); is a member of the Oklahoma County Bar Association (Member, Committee on Professionalism, 1987 to 1990); the Oklahoma Committee on Professional Ethics (2019 to present); the Texas and New York Bar Associations; the American Bar Association (Committee on Securities Litigation and Corporate Counsel); the District of Columbia Bar; the Securities Industry Association (Law and Compliance Division); American Inns of Court (Barrister, 1990 to 1993); Martindale-Hubbe (peer review rating of AV Preeminent in both ethical standards and legal ability); and the Litigation Counsel of America (Trial Lawyer and Appellate Lawyer Honorary Society).

12. In summary, Federman & Sherwood has served in leadership positions in **over sixty class actions** (consumer and financial matters), working with a multitude of law firms across the country and is well qualified to assist in this case, and has enjoyed great success in doing so.

Initial Investigation and Communications

13. After Plaintiffs retained my firm to represent them in the Litigation against Honeywell, my firm and I vigorously and aggressively gathered all the information we believe was publicly available regarding Honeywell and the allegations in this lawsuit. After an initial investigation, I filed a complaint on behalf of Plaintiff Wescott.

14. As other related actions were filed, I worked with counsel in those actions to consolidate the cases and file a Consolidated Complaint.

15. During negotiations, the parties agreed to dismiss the federal action and re-file the action in state court, where all parties are subject to the court's jurisdiction.

The Class Settlement

History of Negotiations

16. Plaintiffs Lynne Curran, Debbie Jefferson, Catherine Dunn, Dave Valentine, and Donald Wescott ("Plaintiffs") individually and on behalf of all others similarly situated, and Defendant Honeywell International Inc., ("Honeywell") have reached an agreement to settle this Action pursuant to the terms of the Settlement Agreement.²

17. Beginning in September 2023, Plaintiffs filed a series of putative class action lawsuits in federal court in North Carolina alleging that Honeywell failed to adequately protect Plaintiffs' and the Settlement Class Members' personally identifiable information ("PII") from unauthorized access, pleading claims for negligence, invasion of privacy, breach of implied contract, breach of confidence, breach of fiduciary duty, and declaratory judgment. Plaintiffs filed a Notice of Voluntary Dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) on March 5, 2024. Plaintiffs then filed this putative class action in Mecklenburg County, North Carolina, Superior Court Division, on March 21, 2024, on the basis that Honeywell failed to adequately safeguard the private information of individuals saved in Honeywell's systems, alleging negligence, breach of implied contract, breach of the implied covenant of good faith and fair dealing, and unjust enrichment.

² All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

18. Between October 6, 2023, and October 10, 2023 the Parties exchanged initial disclosures. On October 30, 2023, Plaintiffs served additional informal discovery requests on Honeywell. On November 20, 2023 Plaintiffs sought to consolidate, and an Order granting consolidation of the cases was entered on December 4, 2023. The Parties proceeded to exchange term sheets for over two months, making more than 10 telephone calls and exchanging many email communications, before agreeing to initial terms on or about May 22, 2024.

19. The proposed Settlement Agreement was agreed to following extensive arm's-length negotiations, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the inherent risks in litigation, and with the active involvement of the Parties. Each aspect of the Settlement Agreement was heavily negotiated, including the provisions relating to ordinary expenses, lost time, extraordinary losses, and credit monitoring. The acceptance of the proposed terms resulted in an agreement to settle this matter in principle. In the weeks that followed, the Parties negotiated the finer points of the Settlement Agreement and exchanged multiple emails, culminating in the Settlement Agreement.

20. The Settlement Agreement provides substantial benefits to the Settlement Class, including significant monetary benefits and extensive identity theft protection and credit monitoring. Notably, the Settlement Agreement provides for up to \$695,000.00 in cash compensation to the Settlement Class Members. Each Settlement Class Member who did not previously enroll in credit monitoring is eligible for two (2) years of credit monitoring and identity protection services (separate and distinct from the cash compensation) through Eperian IdentityWorks (\$24.99/month for individuals), unreimbursed losses up to \$425.00, and up to \$2,750.00 in compensation for documented extraordinary monetary losses. Furthermore, each

Settlement Class Member, whether they suffered fraud or file any claim, will receive the benefit of Honeywell's information security enhancements.

21. Before settlement negotiations, and as alluded to above, Settlement Class Counsel sought and obtained informal discovery from Honeywell on a number of topics, including: the number of individuals whose PII was allegedly compromised during the Data Incident; the types of PII potentially compromised; and the circumstances surrounding the Data Incident. Indeed, the Settlement Agreement was achieved only after: a thorough investigation that culminated in the preparation of a detailed refiled complaint; the consideration of relevant discovery; the preparation of many versions of detailed term sheets; and intense settlement negotiations. Settlement Class Counsel thoroughly evaluated this in their analysis of damages.

22. By the time the Settlement in principle was reached, Plaintiffs and Settlement Class Counsel were well informed of the strengths and weaknesses of their case.

23. It is Settlement Class Counsel's opinion that the Settlement Agreement is fair, reasonable, and adequate considering the significant benefits to the Settlement Class, as well as the risks and delays attendant to further protracted litigation. This view is informed by proposed Settlement Class Counsel's decades of work litigating complex actions. William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC have extensive experience in successfully litigating data breach class actions. *See Exhibit 1* (resumé of Federman & Sherwood); *see also Exhibit 2* (resumé of Laukaitis Law LLC).

Settlement Administrator

24. After the Settlement was reached, Honeywell undertook a competitive bidding process to select an excellent Claims Administrator for the Class—RG/2 Claims Administration LLC ("RG/2"). The search included soliciting cost proposals from different settlement

administrators. RG/2 is a well-known firm with a history of successfully administering many class action settlements, including other data breach settlements. The Parties selected RG/2 after considering bids from multiple administration firms and believe that RG/2 will be able to meet the obligations imposed on the Claims Administrator under the Settlement Agreement for a reasonable cost. Importantly, as an additional benefit to the Settlement Class, Honeywell will pay all costs of Claims Administration separate from the cash compensation made available to all Class Members.

25. Settlement Class Counsel represent that there are no agreements related to the settlement other than those reflected in the Settlement Agreement itself and Honeywell's agreement with RG/2 to perform notice and Claims Administration services if the Motion for Preliminary Approval is granted by the Court.

Service Award, Fees, and Costs

26. The Parties did not discuss the payment of attorneys' fees, costs, expenses, and/or service awards to Settlement Class Representatives until after the substantive terms of the Settlement Agreement had been agreed upon, other than that Honeywell would pay reasonable attorneys' fees, costs, expenses, and a service award to Settlement Class Representatives as may be agreed to by Honeywell and proposed Settlement Class Counsel and/or as ordered by the Court.

27. Honeywell has agreed not to oppose Settlement Class Counsel's request for attorneys' fees in an amount not to exceed 30.00% of the Aggregate Cap, or \$208,500.00, in addition to expenses in an amount no greater than \$10,000.00.

28. The Settlement Agreement calls for a reasonable service award to each Settlement Class Representative in the amount of \$1,000.00, subject to approval of the Court. The Service Award is meant to recognize Settlement Class Representatives for their efforts on behalf of the Settlement Class, including assisting in the investigation of the case, reviewing the pleadings,

answering counsel's many questions, and reviewing the terms of the Settlement Agreement. The Settlement Class Representatives were not promised a service award, nor did they condition their representation on the expectation of a service award.

29. Proposed Settlement Class Counsel will submit a separate motion seeking attorneys' fees, costs, and a Service Award to Settlement Class Representatives 14 days prior to Settlement Class Members' deadline to exclude themselves from the Settlement Class or to object to the Settlement Agreement.

30. I am not aware of any opposition to the Settlement Agreement. It is my opinion that the Settlement provides a fair, adequate, and reasonable result for the Plaintiffs and Settlement Class Members.

31. The Settlement Class Representatives have also demonstrated their adequacy by: (i) selecting well-qualified Settlement Class Counsel; (ii) producing information and documents to Settlement Class Counsel to permit investigation and development of the complaints; (iii) being available as needed throughout the Litigation; and (iv) monitoring the Litigation. Plaintiffs do not have any interests antagonistic to other Settlement Class Members.

32. It is my opinion that the proposed class action settlement is fair, reasonable, and adequate and is an excellent result for the Settlement Class Members.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 31, 2024

Respectfully submitted,

/s/ William B. Federman

William B. Federman (*pro hac vice*)

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