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IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

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

Plaintiffs,

vs.

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

Defendants.

No. CV-04-0424 PHX ROS

**ORDER**

This matter having come before the Court for hearing on July 20, 2012 pursuant to the Court's Orders entered December 8, 2011, (Doc. 742), and April 18, 2012, (Doc. 757), now upon application of the parties for approval of the Amended Final Class Action Settlement ("Final Settlement") set forth in the Amended Class Action Final Settlement Agreement ("Settlement" or "Agreement"), and due and adequate notice having been given to the Settlement Class Members as required in the Preliminary Approval Order and the Court having considered all papers filed and proceedings had herein, including the Final Approval Hearing held on July 20, 2012, to determine the fairness of the Amended Final Class Action Settlement and Plaintiffs' Motion for

1 Attorneys' Fees and Costs, (Doc. 750), and otherwise being fully informed in the  
2 premises and for good cause appearing therefore, the Court finds that the Final Settlement  
3 is fair, reasonable, adequate, and in the best interests of the Settlement Class and further  
4 finds that Plaintiffs' application for attorneys' fees and costs is fair and reasonable.

5 Accordingly,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

7 1. The Join Motion for Approval (Doc. 761) is **GRANTED**.  
8 2. The Motion for Attorney Fees and Costs (Doc. 750) is **GRANTED**.  
9 3. This Order and Judgment Approving the Final Settlement Agreement  
10 incorporates by reference the definitions in the Agreement, and all capitalized terms  
11 herein shall have the same meanings as set forth in the Agreement.

12 4. This Court has jurisdiction over the subject matter of this Litigation and  
13 over all members of the Settlement Class.

14 5. After consideration of the evidence, the Court further finds that the mailing,  
15 publication and distribution of the Notice together with the Amended Notice, constituted  
16 the best notice practicable under the circumstances, and that such notice, including  
17 individual notice to all Settlement Class members who were identified through  
18 reasonable effort and publication of the notice in national and regional newspapers  
19 constituted valid, due, and sufficient notice to all persons entitled thereto, complying  
20 fully with the requirements of Fed. R. Civ. P. 23 and due process.

21 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court  
22 hereby approves the Final Settlement as set forth in the Agreement, finds that said Final  
23 Settlement is, in all respects, fair, reasonable, adequate and in the best interests of  
24 Settlement Class Members, directs that the Final Settlement be consummated in  
25 accordance with the terms and conditions set forth in the Agreement, and orders all  
26 Parties to take the necessary steps to effectuate the Final Settlement as set forth in the  
27 Agreement.

28 7. The Court hereby approves the following findings of fact:

- 1 A. Class Counsel has vigorously prosecuted this case and conducted extensive  
2 investigation of the governing law, relevant facts and relevant documents.  
3 During the prosecution of the Litigation, Class Counsel undertook  
4 substantial discovery efforts and the parties have exchanged millions of  
5 pages of documents. Throughout the Litigation, Class Counsel has worked  
6 with actuarial experts to determine damages and has abundant information  
7 on which to make an informed decision about the Final Settlement.
- 8 B. Class Counsel and Class Counsel's actuaries worked diligently and  
9 reasonably to create the Plan of Allocation and the Final Settlement  
10 Payment List, which was published in redacted form on the website,  
11 [www.honeywellsettlement.com](http://www.honeywellsettlement.com) and served on Defendants on May 7, 2012  
12 ("Final Settlement Payment List"), and the Plan of Allocation and the Final  
13 Settlement Payment List, is fair, reasonable and equitable.
- 14 C. The Final Settlement provides for a Final Settlement Amount, including  
15 Final Settlement Benefits and Plaintiffs' Fee Award, in an aggregate value  
16 of not more than \$23,800,000. After adjustment for the attorneys' fee  
17 award, all Final Settlement Benefits will be allocated to eligible  
18 Participants, Beneficiaries, surviving spouses and estate representatives.
- 19 D. The Final Settlement Benefits are in addition to the Partial Settlement  
20 Benefits and other relief awarded in the Partial Settlement of this matter.
- 21 E. The Final Settlement eliminates the risks inherent in continuing the  
22 litigation in this case, including the risk that there could eventually be no  
23 additional monetary recovery for Settlement Class members.
- 24 F. Given the complexity of the issues remaining and the risks to the Settlement  
25 Class and the further delay that would be entailed in continued litigation,  
26 including a potential trial, and the subsequent appeal of any judgment after  
27 trial, the Final Settlement is fair, reasonable and in the best interests of the  
28 Settlement Class.

- 1 G. Considering the rulings to date, including the ruling that vacated summary  
2 judgment in Plaintiffs' favor, (Doc. 481), and the ruling that granted  
3 summary judgment dismissing the Minimum Benefits Claim, (Doc. 555),  
4 and considering the uncertainty of the outcome of the pending summary  
5 judgment motions, the possibility of trial and appeal and the expected  
6 duration of litigation, the amount offered in the Final Settlement is highly  
7 favorable.
- 8 H. Class Counsel has extensive experience in ERISA litigation and Class  
9 Counsel is therefore well equipped to negotiate a fair settlement for Named  
10 Plaintiffs and the Settlement Class. Class Counsel's opinion merits great  
11 weight both because of Class Counsel's familiarity with the Litigation and  
12 because of their extensive experience in similar actions.
- 13 I. The Final Settlement is the result of an extensive arm's length adversarial  
14 negotiation and mediation process. The parties engaged in mediation with  
15 Eric Green, a nationally recognized and highly experienced mediator with  
16 substantial complex class action knowledge.
- 17 J. Both parties represented the interests of their clients vigorously and devoted  
18 a considerable amount of time, effort and resources to secure the terms of  
19 the Final Settlement, including the Plan of Allocation to ensure a fair,  
20 adequate and equitable distribution of Final Settlement Benefits.
- 21 K. As set forth in Plaintiffs' Motion for Attorneys' Fees and Costs and  
22 supporting documentation, (Docs. 750-753), Class Counsel's Fee  
23 Application, which consisted of a request for \$800,000 in costs and an  
24 amount for attorney's fees of \$5.75 million, is fair, reasonable and  
25 appropriate in accordance with the standards set forth in this Circuit and  
26 Local Rule 54.2(c)(3), and Plaintiffs' Fee Award, to be deducted from the  
27 Final Settlement Amount and paid from the Retirement Plan as an  
28 administrative expense of the Retirement Plan, represents attorneys' fees  
and costs reasonably expended in prosecuting the Litigation.

1 8. The terms and provisions of the Final Settlement as embodied by the  
2 parties' Agreement have been entered into in good faith and are hereby fully and finally  
3 approved as fair, reasonable, adequate, and in the best interests of the Settlement Class,  
4 and in full compliance with all applicable requirements of the Federal Rules of Civil  
5 Procedure and any other applicable law or due process requirements. The Parties are  
6 hereby directed to comply with the terms of the Agreement and this Order and Final  
7 Judgment.

8 9. The Court hereby approves the Retirement Plan Amendment and awards  
9 Final Settlement Benefits consistent with the terms of the Agreement.

10 10. The Final Settlement Payment is hereby approved as fair and reasonable.  
11 The distribution as set forth in the Final Settlement Payment List is final and non-  
12 appealable. As set forth in the Agreement, Defendants shall take all reasonable and  
13 diligent steps to pay all eligible Settlement Class members by the Earliest Distribution  
14 Date and to provide Interest at the Applicable Interest Rate in accordance with the terms  
15 of the Agreement.

16 11. In accordance with the Agreement, Defendants shall not be liable to any  
17 person for any determinations made by Class Counsel on the Final Settlement Payment  
18 List or for any mistakes, incorrect or incomplete data relied upon by Plaintiffs in  
19 preparing and producing the Final Settlement Payment List.

20 12. Defendants are hereby ordered to pay Class Counsel attorneys' fees in the  
21 amount of \$5,750,000. Further, Defendants are hereby ordered to pay Class Counsel an  
22 additional amount of \$800,000 in costs, for a total payment of \$6,550,000 as attorneys'  
23 fees and costs. Such fees and costs shall be paid to Class Counsel within thirty (30) days  
24 of Final Approval as set forth in the Agreement.

25 13. Named Plaintiffs, and each of the Settlement Class members, on behalf of  
26 themselves, their successors, assigns, and any other person claiming (now and in the  
27 future) through or on behalf of them, and regardless of whether any such Named Plaintiff  
28 or Settlement Class member ever seeks or obtains by any means any distribution from the  
Final Settlement, are deemed to have, and by operation of the Final Judgment have fully,


1 finally and forever released, relinquished and discharged all Released Claims against all  
2 Released Parties and shall have covenanted not to sue all such Released Parties with  
3 respect to all such Released Claims, and are permanently barred and enjoined from  
4 instituting, commencing, or prosecuting a separate action with respect to any such  
5 Released Claim against any Released Parties.

6 14. The Court retains exclusive jurisdiction over this matter, and the Parties  
7 submit to such exclusive jurisdiction, with respect to effectuating and supervising the  
8 interpretation, implementation, and enforcement of the Agreement and any disputed  
9 questions of law or fact related thereto as provided in the Agreement.

10 15. The Three Remaining Claims and the Amended Complaint are hereby  
11 **DISMISSED WITH PREJUDICE**, without additional cost to any of the Parties other  
12 than as provided for in the Agreement and herein.

13 16. The Clerk shall enter Final Judgment dismissing this case with prejudice.

14 Dated this 23rd day of July, 2012.

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17 Roslyn O. Silver  
18 Chief United States District Judge  
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