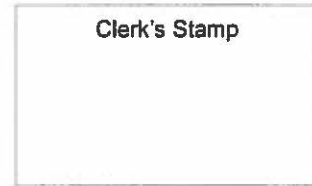


COURT FILE NUMBER 1401-11108
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) LYLE TREMBLAY AS REPRESENTATIVE PLAINTIFF
DEFENDANT(S) HONEYWELL INTERNATIONAL INC. AND HONEYWELL LIMITED
DOCUMENT ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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DATE ON WHICH ORDER WAS PRONOUNCED: January 11, 2019
NAME OF MASTER/JUDGE WHO MADE THIS ORDER: The Honourable Mr. Associate Chief Justice John D. Rooke
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

UPON THE APPLICATION filed by the Plaintiff, Lyle Tremblay; **AND UPON READING** the Affidavits of Daniel Bach, Colin Procnier, and Lyle Tremblay, and the other materials and briefs

submitted; **AND UPON HEARING** submissions from counsel for the Plaintiff and the Defendants, Honeywell International Inc. and Honeywell Limited;

ON READING the materials filed, including the Settlement Agreement dated June 28, 2018 and attached hereto as **Schedule "A"** (the "Settlement Agreement");

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been no objections to the Settlement Agreement;

AND ON BEING ADVISED that the deadline for opting-out of the Settlement Agreement has passed and there have been no opt-outs; and

AND ON BEING ADVISED that the Defendants consent to this Order:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;
3. This action is certified as a class proceeding as against the Defendants for the purpose of settlement only, pursuant to the *Class Proceedings Act*, S.A. 2003, c. C-16.5 (the "CPA"), but subject to the terms of the Settlement Agreement;
4. Lyle Tremblay is appointed as the Representative Plaintiff for the Settlement Class;
5. The Settlement Class certified is defined as all Persons within Canada who owned one or more TrueSTEAM Humidifiers during the Class Period for personal or household use, except for those individuals specifically excluded from the Settlement Class pursuant to paragraph 51 of the Settlement Agreement;

6. This Order, including the Settlement Agreement, is binding upon each Settlement Class Member, who has not opted out, including those persons who are minors or mentally incapable and the requirements of Rules 2.11 and 2.19 of the *Alberta Rules of Court* are dispensed with in respect of this action;
7. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class Members;
8. The Settlement Agreement is hereby approved pursuant to s. 35 of the *CPA* and shall be implemented and enforced in accordance with its terms;
9. Upon the Effective Date, all Releasing Parties shall be conclusively deemed to have fully, finally, and forever released, relinquished, acquitted and discharged the Released Parties from and for the Released Claims;
10. Upon the Effective Date, all Releasing Parties shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claim or Released Claims;
11. Upon the Effective Date, all Releasing Parties, whether or not he or she submits a claim or otherwise receives an award, is hereby deemed to have completely and unconditionally released and forever discharged the Released Parties from any and all Released Claims;
12. Upon the Effective Date, all Releasing Parties, whether or not he or she submits a claim or otherwise receives an award, is hereby forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting any Released Claims against any of the Released Parties;

13. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;
14. The deadline for Settlement Class members to submit claims is March 18, 2019;
15. Following the conclusion of the claims process, the claims administrator shall provide the Court with a final report detailing the number of humidifiers distributed, the number of cash payments made and their amount and the number of total claims;
16. The Defendants shall pay to Class Counsel \$150,000 in class counsel fees, inclusive of all fees, taxes and disbursements;
17. This Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms; and
18. This action in its entirety is hereby dismissed without costs and with prejudice.

January 11, 2019



The Honourable Associate Chief Justice
John D. Rooke

January 14, 2019