

SETTLEMENT AGREEMENT

MADE AS OF THE 28TH DAY OF JUNE, 2018

BETWEEN

LYLE TREMBLAY

(the “Plaintiff”)

- and -

HONEYWELL INTERNATIONAL INC. and

HONEYWELL LIMITED

(the “Defendants”)

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Subject to the approval of the Court as provided herein, the Plaintiff and the Defendants hereby agree that, as of the Effective Date, they will settle the Action on the terms of this agreement.

I. DEFINITIONS

As used in this Agreement, as well as in the notices and other documents contemplated by this Agreement, and any amendments thereto, the following terms shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Act**” means the *Class Proceedings Act*, SA 2003, c C-16.5.
2. “**Action**” means the Action initiated by Lyle Tremblay in the Court of Queen’s Bench of Alberta on October 9, 2014 bearing Court File Number 1401-11108.
3. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this Settlement Agreement, including the notices and other documents contemplated by this Agreement, and any amendments thereto.
4. “**Approval Hearing**” means the motion brought by the Plaintiff for the Approval Order.
5. “**Award Humidifier**” means a Honeywell Steam Humidifier model HM609, Honeywell Steam Humidifier model HM612, Honeywell Advanced Electrode Humidifier model HM750, or substituted equivalent humidifier, received by a Settlement Class Member pursuant to Section IV of this Agreement.
6. “**Cash Payment**” means a cash sum (in Canadian dollars) received by a Settlement Class Member pursuant to Section IV of this Agreement.
7. “**Claimant**” means a Settlement Class Member tendering a Claim Form under the terms of this Agreement.
8. “**Claims Administrator**” means the third-party firm selected at arm’s-length by Class Counsel and appointed by the Courts to administer this Agreement and the Plan of Allocation, and any employees of such firm.
9. “**Claim Form**” means the form to be approved by the Courts which, when completed and submitted in a timely manner to the Administrator, constitutes a Class Member’s claim for

compensation pursuant to the Settlement. The Claim Form will be available online at the Settlement Website and from the Claims Administrator, and shall be substantively identical to the example at Exhibit A.

10. “**Claims Period**” means the time period during which Settlement Class Members may submit a timely Claim Form to the Claims Administrator. As described in Section VIII below, the Claims Period shall commence on the Notice Commencement Date and run until the earlier of (a) 30 days after the Effective Date, or (b) 180 total days.

11. “**Class Counsel**” means Siskinds LLP and Higgerty Law.

12. “**Class Counsel Fees**” means the fees, disbursements, costs, HST and other applicable taxes or charges of Class Counsel.

13. “**Class Notice**” or “**Long-Form Notice**” means the legal notice of proposed Settlement terms, as approved by Honeywell’s Counsel and Class Counsel, subject to approval by the Court, to be provided to potential members of the Settlement Class pursuant to the Notice Plan described in Section VII below. The Class Notice shall be substantially in the form attached hereto as Exhibit B. Any changes to the Class Notice from Exhibit B must be jointly approved by Class Counsel and Honeywell’s Counsel.

14. “**Class Period**” means January 1, 2008 to the date of the Court’s Preliminary Approval Order.

15. “**Court**” or “**Court**” means the Court of Queen’s Bench of Alberta.

16. “**Effective Date**” means the date on which the Approval Orders have become Final Orders.

17. “**Final Order**” means any order contemplated by this Agreement from which no appeal or further appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal, such as the delivery of a notice of appeal.

18. “**Honeywell**” means Defendants Honeywell International Inc. and Honeywell Limited.

19. “**Honeywell’s Counsel**” means Fasken Martineau DuMoulin LLP.

20. “**Notice Commencement Date**” means the date, no later than 30 days after entry of the Preliminary Approval Order, that the Claims Administrator commences the Notice Plan, as described in paragraph 82.

21. “**Notice Plan**” means the plan for providing notice of this Agreement to the Settlement Class, as described in Exhibit C.

22. “**Objection Deadline**” means the date set by the Court by which any Settlement Class Member who wishes to object to this Agreement must submit the written Objection Form, attached as Exhibit D, to the Claims Administrator explaining their objection(s), as described in Section X.

23. “**Opt-Out Deadline**” means the date set by the Court by which any Settlement Class Member who wishes to opt-out of this Agreement must send written notice to the Claims Administrator, as described in Section IX.

24. “**Original Warranty Period**” means the five-year period of the TrueSTEAM Limited Warranty, which period shall run from the date the TrueSTEAM Humidifier was first installed in a home or residential structure. Any subsequent Warranty Replacement of a TrueSTEAM Humidifier does not restart or otherwise affect the Original Warranty Period.

25. “**Parties**” means the Plaintiff and the Defendants.

26. “**Person**” (whether capitalized or lower case) means a natural person, marital community, corporation, partnership, limited partnership, limited liability company, mutual company, association, joint stock company, estate, legal representative, trust, unincorporated organization, governmental entity or department, public service corporation, and any other type of legal entity.

27. “**Plaintiff**” means Lyle Tremblay.

28. “**Preliminary Approval Order**” means the Court’s Order, as provided for in Section XI, which shall conditionally approve this Agreement between the Settlement Class and Honeywell, approve the Claims Administrator, approve the Notice Plan and the opt-out procedure, and fix a hearing date for the Approval Hearing, to be sought jointly by the Parties.

29. “**Released Claims**” means any and all claims or causes of action, however denominated, of whatever kind or description, in tort, contract or otherwise (including any claims in law, equity,

or arbitration in any Canadian jurisdiction), known or unknown, occurring at any time, seeking relief of any kind (including any direct, incidental, consequential, punitive or exemplary damages, fees, costs, expenses, or equitable relief), regardless of whether such claims might have been or might be brought directly or indirectly, or through subrogation or assignment or otherwise, which:

- (a) Were or could have been asserted in this Action or the United States Actions, as defined in paragraph 39; or
- (b) Assert fraud in the inducement of this Agreement; or
- (c) Are otherwise based on, on account of, or related to TrueSTEAM Humidifiers; provided, however, that the Released Claims do not include personal injury claims.

30. ***“Released Parties”*** means the Defendants and their respective administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates; and all of the foregoing persons’ or entities’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, lawyers, and representatives.

31. ***“Releasing Parties”*** means all Settlement Class Members, and any Person who participates in or receives any benefit under this Agreement, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, lawyers, representatives, shareholders, owners associations, and any and all Persons who seek to claim through or in the name or right of any of the foregoing.

32. ***“Settlement Claim”*** means a claim for a Cash Payment or Award Humidifier pursuant to this Agreement, as described in Section IV.

33. ***“Settlement Class”*** shall be defined as described in paragraphs 50-51.

34. ***“Settlement Class Members”*** means all members of the Settlement Class except excluded persons.

35. ***“Settlement Website”*** means the internet webpage hosted by the Claims Administrator, as described in paragraphs 85-87, where Settlement Class Members can access information about this Agreement and how to file a Settlement Claim.

36. “**Summary Settlement Notice**” or “**Short Form Notice**” means the summary class notice of proposed class action settlement, to be disseminated by publication substantially in the form of Exhibit E attached to this Agreement and also made available on the Settlement Website. Any changes to the Summary Settlement Notice from the form set forth in Exhibit E must be jointly approved by Class Counsel and Honeywell’s Counsel.

37. “**TrueSTEAM Humidifier**” means any residential steam humidifier product manufactured and sold by Honeywell under the “TrueSTEAM” name and with a model number beginning in HM506, HM509 or HM512.

38. “**TrueSTEAM Limited Warranty**” means the terms and conditions of the Limited Warranty issued by Honeywell on each TrueSTEAM Humidifier, which is printed in each TrueSTEAM Homeowner’s Manual and TrueSTEAM Professional Installation Guide.

39. “**United States Actions**” means *Leach v. Honeywell Int’l Inc.*, Case No. 1:14-cv-12245 (District of Massachusetts); *Johnsen v. Honeywell Int’l Inc.*, Case No. 4:14-cv- 594 (Eastern District of Missouri); *Scott v. Honeywell Int’l Inc.*, Case No. 1:14-cv-157 (District of Colorado); and *Burke & Riley v. Honeywell Int’l Inc.*, Case No. 2:15-cv-1921 (Eastern District of Pennsylvania).

40. “**United States Settlement**” means the settlement agreement entered into by Charles Leach, Scott Johnsen, Derek Scott, Robert Burke, and Mark Riley, individually and as putative representative plaintiffs of a proposed settlement class, and Honeywell International Inc. dated April 10, 2017.

41. “**Warranty Replacement**” means a TrueSTEAM Humidifier provided free of charge (excluding reinstallation labor costs or other incidental costs) to a Settlement Class Member, pursuant to the TrueSTEAM Limited Warranty, to replace a previously installed TrueSTEAM Humidifier.

II. PROCEDURAL BACKGROUND

42. On October 9, 2014, the Plaintiff filed a Statement of Claim in the Court of Queen’s Bench of Alberta. The Statement of Claim alleged, *inter alia*, that the TrueSTEAM Humidifiers were prone to premature failure and unsuitable for the use advertised, marketed and warranted by

Honeywell, and that Honeywell's representations regarding the TrueSTEAM Humidifiers were made negligently and in breach of provincial consumer protection legislation.

43. The United States Actions sought relief for substantially identical claims. After extensive litigation, the parties to the United States Action executed a settlement agreement on behalf of a settlement class consisting of "[p]ersons within the United States, including all states, the District of Columbia and all commonwealths, territories or places within the jurisdiction of the United States, who owned one or more TrueSTEAM Humidifiers during the Class Period for personal or household use" on April 10, 2017.

44. The United States Settlement was granted final approval by the Honourable Leo T. Sorkin, a Judge in the United States District Court, on September 7, 2017.

45. Honeywell denies all claims asserted against it in this litigation and denies all allegations of wrongdoing or liability of any kind associated with the claims alleged in any and all complaints filed by Plaintiff, and further contends that, for any purpose other than settlement, the Action and United States Actions are not appropriate for class treatment. Nothing in this Agreement should be interpreted as an admission of liability by Honeywell.

46. The Parties desire to settle this Action in its entirety, on behalf of a Settlement Class, with respect to all claims relating to TrueSTEAM Humidifiers sold in Canada, which claims were or could have been alleged in this Action (other than claims for personal injury). The Parties intend this Agreement to bind Honeywell, the Plaintiff, and all members of the Settlement Class who do not opt-out of the Settlement Class.

47. The Parties agree that they shall seek to have the Court certify the Settlement Class solely for the purpose of implementing the class settlement provided for in this Agreement.

48. It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of any and all claims against Honeywell arising from or relating in any way to the allegations contained in any and all complaints filed in this Action or similar litigation which concern TrueSTEAM Humidifiers sold in Canada.

III. THE SETTLEMENT CLASS

49. Plaintiff will seek, and Honeywell will not oppose, certification of the Settlement Class by the Court, pursuant to the *Act*, for the purpose of settlement only.

50. The Settlement Class shall be defined as all Persons within Canada who owned one or more TrueSTEAM Humidifiers during the Class Period for personal or household use.

51. Excluded from the Settlement Class are:

- (a) Honeywell, any entity in which Honeywell has a controlling interest, and its legal representatives, officers, directors, employees, assigns and successors;
- (b) Any Person that purchased the TrueSTEAM Humidifier(s) for resale, including retailers, wholesalers, distributors, and HVAC contractors/installers;
- (c) All Persons who timely and validly opt to exclude themselves from the Settlement Class; and
- (d) All Persons who have previously settled or otherwise resolved claims against Honeywell arising out of or in connection with a TrueSTEAM Humidifier, to the extent of the resolution of those claims and as specified in any applicable settlement agreement or release.

52. Honeywell conditionally agrees and consents to certification of the Settlement Class pursuant to the *Act* for settlement purposes only, and for the sole purpose of creating the Settlement Class. Honeywell's agreement is contingent upon: (i) the Parties' execution of this Agreement; (ii) the Court's approval of this Agreement; and (iii) the occurrence of the Effective Date. If this Agreement is for any reason not approved or the Effective Date does not occur, Honeywell reserves its right to reassert all of its objections and defences to certification of any class, and neither Plaintiff nor Class Counsel will offer Honeywell's conditional agreement to certification of the Settlement Class as evidence in support of a motion to certify any class or otherwise. If this Agreement is for any reason not approved or the Effective Date does not occur, then Plaintiff reserves all rights to proceed in any applicable Canadian jurisdiction.

53. For purposes of settlement only, Honeywell consents to Plaintiff's application to the Court for an order which, among other things:

- (a) preliminarily approves this Agreement for purposes of issuing Class Notice;
- (b) approves the timing, content and manner of the Notice Plan;
- (c) appoints the Claims Administrator;
- (d) appoints Siskinds LLP as Class Counsel, and Lyle Tremblay as representative plaintiff;
and
- (e) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

IV. CONSIDERATION / SETTLEMENT BENEFITS

54. Honeywell will pay the costs of fulfilling all timely and valid Settlement Claims filed by Settlement Class Members, as described in this Agreement. Honeywell will also pay the costs of the Claims Administrator and the cost of the Notice Plan, as described in Section VII below.

55. To be eligible for a Cash Payment or Award Humidifier, as described below, a Settlement Class Member must submit a timely and valid Claim Form and supporting documentation to the Claims Administrator during the Claims Period. The Claim Form shall be in a substantially similar form to that attached as Exhibit A.

56. Claim Forms will be reviewed by the Claims Administrator, processed and fulfilled starting as soon as practicable after the Effective Date, and completed within a reasonable amount of time. No payments, benefits or relief shall be issued or owed to Settlement Class Members under this Agreement until the Effective Date.

57. Settlement Class Members who file a timely and valid Settlement Claim by submitting an approved Claim Form, with proof sufficient to establish that they owned a TrueSTEAM Humidifier during the Class Period, as detailed in paragraph 58 below, will be eligible to receive EITHER a Cash Payment or an Award Humidifier, as described below.

(a) *Award Humidifier*: Claimants electing an Award Humidifier may choose between ONE of the following: (1) Honeywell Steam Humidifier model HM609, (2) Honeywell Steam Humidifier model HM612, or (3) Honeywell Advanced Electrode Humidifier model HM750. Claimants may elect an Award Humidifier of a larger size/capacity than the TrueSTEAM Humidifier the Claimant owns or owned. Reverse osmosis water filtration kits will be included with all Honeywell Steam Award Humidifiers. In the event any of the above-listed Award Humidifier models are no longer available at the time Award Humidifiers are shipped to Claimants, Honeywell will substitute the most equivalent model available at that time. Claimants must attest on the Claim Form that any Award Humidifier will be installed by a trained, experienced HVAC technician, and Claimants electing the Award Humidifier option will be responsible for any reinstallation labor costs or other incidental expenses. The Settlement Website hosted by the Claims Administrator will contain information regarding the installation requirements applicable to each type of Award Humidifier that Claimants may review in consultation with their HVAC technician in selecting the appropriate model.

(b) *Cash Payment*: In lieu of an Award Humidifier, Claimants may select the following Cash Payment, in Canadian dollars, depending on the size of the TrueSTEAM Humidifier they own or owned:

- \$40 (for TrueSTEAM 6-gallon Humidifiers, model HM506);
- \$45 (for TrueSTEAM 9-gallon Humidifiers, model HM509); or
- \$50 (for TrueSTEAM 12-gallon Humidifiers, model HM512).

58. To establish eligibility for either a Cash Payment or Award Humidifier, Claimants must submit one of the following with their Claim Form:

- (a) A photograph of the side label on their TrueSTEAM Humidifier, which displays the bar code and serial number;
- (b) Records of the installation, maintenance, service or repair of their TrueSTEAM Humidifier, which records contain the Claimant's name and/or address; or

(c) A receipt or invoice reflecting the purchase of their TrueSTEAM Humidifier.

59. The Claim Form shall be signed under an affirmation stating the following or substantially similar language: “I affirm that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased and/or owned the TrueSTEAM Humidifier(s) claimed above during the Class Period for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.”

60. Claimants who owned more than one TrueSTEAM Humidifier during the Class Period may file a Settlement Claim relative to each TrueSTEAM Humidifier they owned. Notwithstanding the foregoing, any and all TrueSTEAM Humidifiers that were provided as Warranty Replacements for a previously purchased TrueSTEAM Humidifier shall not be considered separate units eligible for Settlement Claims or other relief under this Agreement, but shall be considered as one and the same with the originally purchased TrueSTEAM Humidifier.

61. In no event shall there be multiple recoveries by Settlement Class Members under this Agreement relative to the same TrueSTEAM Humidifier. Claim Forms shall be processed in the order received by the Claims Administrator, and once a Settlement Claim has been honored for a particular TrueSTEAM Humidifier, there will be no further relief issued for that particular TrueSTEAM Humidifier under this Agreement.

62. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Claims Administrator; (ii) made readily available from the Claims Administrator, including by requesting a Claim Form from the Claims Administrator by mail, email, or calling a toll-free number provided by the Claims Administrator; and (iii) sent via electronic mail to those potential Settlement Class Members for whom Honeywell maintains email addresses. The Claim Form will be available for downloading on Class Counsel’s website, at Class Counsel’s option.

63. In order to be timely, a Claim Form must be postmarked or submitted online before or on the last day of the Claims Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim

Form and in all other cases, the Claim Form will be deemed to have been submitted on the date it is received by the Claims Administrator.

64. In order to be valid, a Claim Form must contain the Claimant's name and mailing address, attestation and proof of purchase(s) as described in paragraph 58. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Claims Administrator will determine a Claim Form's validity. Where a good faith basis exists, the Claims Administrator may reject a Claim Form for, among other reasons, the following:

- (a) Failure to provide proper proof of ownership of a TrueSTEAM Humidifier(s);
- (b) Failure to provide adequate verification or additional information related to the Settlement Claim pursuant to a request of the Claims Administrator;
- (c) Failure to fully complete and/or sign the Claim Form;
- (d) Failure to submit a legible Claim Form;
- (e) Submission of a fraudulent Claim Form;
- (f) Submission of Claim Form that is duplicative of another Claim Form;
- (g) Submission of Claim Form by a person who is not a Settlement Class Member;
- (h) Request by person submitting the Claim Form to pay funds to a person or entity that is not the Settlement Class Member for whom the Claim Form is submitted;
- (i) Failure to submit a Claim Form by the end of the Claims Period; or
- (j) Failure to otherwise meet the requirements of this Agreement.

65. Claimants may submit a Claim Form either by mail or electronically. The Claims Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form's validity. Adequate and customary procedures and standards will be used by the Claims Administrator to prevent the payment of fraudulent Settlement Claims and to pay only legitimate Settlement Claims.

66. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a Settlement Claim. Instead, the Claims Administrator will take reasonable and customary steps to attempt to cure the defect and to determine the Claimant's eligibility for Settlement benefits based on the information contained in the Claim Form or otherwise submitted, including but not limited to attempting to a reasonable degree to follow up with the Claimant to gather additional information if necessary. If the Claimant does not timely comply with the Claims Administrator's request for additional information or inquiry or is unable to produce documents or additional information to substantiate the information on the Claim Form and the Claim Form is otherwise not approved, the Claims Administrator may reject the Settlement Claim. If a Settlement Claim is rejected in whole or part, Class Counsel will be notified of this fact in writing by the Claims Administrator at the same time notice of the rejection is sent to the Claimant.

67. Unless a Settlement Class Member opts out of the Settlement pursuant to Section IX, any Settlement Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving any Cash Payment or Award Humidifier pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Final Order to be entered. Based on the Release contained in this Agreement, any Settlement Class Member who does not opt-out will be barred from bringing any action in any forum against any of the Released Parties concerning any of the Released Claims.

V. REMAINING WARRANTY RIGHTS

68. Regardless of whether any particular Settlement Class Member submits a Settlement Claim, all Settlement Class Members will retain certain rights under the TrueSTEAM Limited Warranty for the remainder of the Original Warranty Period, as described in this Section.

69. Settlement Claimants who elect to receive an Award Humidifier under this Agreement will retain the warranty rights described in this Section in relation to such Award Humidifier for the remainder of the Original Warranty Period running from the date the Claimant's TrueSTEAM Humidifier was first installed in a home or residential structure—such warranty period shall not restart or be otherwise extended based on the date of installation of the Award Humidifier.

70. If, during the Original Warranty Period, a Settlement Class Member's TrueSTEAM Humidifier or Award Humidifier is determined to be defective in workmanship or materials, under normal use and service, Honeywell shall repair or replace it (at Honeywell's option), through the ordinary warranty and distribution channels. Consistent with the ordinary Honeywell warranty process, Settlement Class Members should contact the installing HVAC technician to invoke their rights under this paragraph, or may contact Honeywell Customer Care for referral to an HVAC technician in their area. TrueSTEAM Humidifiers or Award Humidifiers that were not installed by a trained HVAC technician as required by the installation instructions will not be eligible for any warranty relief under this paragraph.

71. Honeywell's sole remaining obligation under the TrueSTEAM Limited Warranty, or any other Honeywell warranty accompanying an Award Humidifier, shall be to repair or replace a TrueSTEAM Humidifier or Award Humidifier within the terms stated in the foregoing paragraphs 68-70. Apart from the settlement consideration expressly conferred by this Agreement, Honeywell shall have no obligation to pay removal or reinstallation costs, incidental or consequential damages of any kind, or any other monetary sums or amounts related to a TrueSTEAM Humidifier or Award Humidifier. Any and all other claims that are or could be brought in relation to the TrueSTEAM Limited Warranty, and any other Honeywell warranty accompanying an Award Humidifier, including challenges to the enforceability or validity of such warranty and/or the remedies thereunder, will be released pursuant to Section VI below. Nothing in this paragraph shall be construed as extinguishing any warranties or other guarantees provided by third-party installers.

72. In the event of any conflict between this Agreement and the terms of the TrueSTEAM Limited Warranty or any other Honeywell warranty, the terms of this Agreement shall control.

VI. RELEASES

73. Upon the Effective Date, in consideration of the benefits extended to the Settlement Class pursuant to this Agreement, the Releasing Parties do hereby release and forever discharge (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), all the Released Parties from any and all Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

74. The releases provided for herein are as a result of membership as a Settlement Class Member or status as a Person with a legal right to assert claims of a Settlement Class Member, the Court's approval process herein, and occurrence of the Effective Date, and are not conditional on receipt of payment by any particular member of the Settlement Class. It is the intent of the Parties and this Agreement that Persons who, after the date of the Preliminary Approval Order, acquire legal rights to assert claims within the scope of this Agreement that belong initially to a Settlement Class Member shall take such rights subject to all of the terms, time periods, releases, caps, no double recoveries and other provisions contained herein.

75. Settlement Class Members acknowledge and agree that the Released Claims include claims that they currently have or may hereafter discover including, without limitation, claims, injuries, damages, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this Agreement. By this Agreement, the Settlement Class Members have fully, finally, and forever settled and released any and all Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether or not concealed or hidden, which exist, could exist in the future, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, willful, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settlement Class Members shall be deemed by operation of the Final Order to have acknowledged that the foregoing waiver was separately bargained for and a key element of this Agreement of which the releases herein are a part.

76. No Releasing Party shall recover, directly or indirectly, any sums for any Released Claims from any Released Parties, other than sums received pursuant to this Agreement, and that the Released Parties shall have no obligation to make any payments to any non-parties for liability arising out of the Released Claims.

77. Upon the Effective Date, the Releasing Parties shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Released Party or any other Person who may claim contribution or indemnity from any Released Party in respect of any Released Claims.

78. If any release given by the Releasing Parties is not given its full effect by operation of law, then the Releasing Parties shall be deemed to have and do hereby transfer and assign to the Released Parties all claims, if any, that were deemed not released, to the extent necessary to effectuate the intent of the release.

79. Each of the Releasing Parties hereby does, and shall be deemed to, have considered the possibility that the number or magnitude of all Released Claims may not currently be known; nevertheless, each of the Releasing Parties assumes the risk that claims and facts additional, different, or contrary to the claims and facts that each believes or understands to exist may now exist or may be discovered after this Agreement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary claims and facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect.

80. Upon the Effective Date, each Settlement Class Member shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any lawsuits or other legal proceedings filed by Settlement Class Members involving the Released Claims and, upon the Effective Date, any such lawsuits or other legal proceedings shall be deemed to be dismissed as against the Released Parties, without costs and with prejudice.

81. Notwithstanding the foregoing paragraphs 75-79, nothing in this release shall affect the remaining warranty rights of Settlement Class Members as described in Section V above. Additionally, nothing shall extinguish any warranty rights or guarantees granted by third-party installers.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

82. The Parties agree to and will request approval by the Court of the forms and methods of notice set forth in the proposed Notice Plan, which is described in the Exhibit C filed herewith. The Parties agree that because of the multi-tiered distribution system for TrueSTEAM Humidifiers, media notice via the internet will be both efficient and effective in reaching Settlement Class Members. While direct notice to Settlement Class Members is generally not feasible, Honeywell does maintain certain records containing the email addresses of potential Settlement Class Members who have contacted Honeywell in the past, and the Claims Administrator will provide direct email notice to those individuals.

83. The Parties have agreed to jointly request appointment of RicePoint Administration Inc. to serve as Claims Administrator in connection with this Agreement, and to be responsible for effectuating the Notice Plan and processing Settlement Claims. Honeywell will pay all costs and fees charged by the Claims Administrator for work done under the Agreement. Honeywell will not pay Class Counsel or Plaintiff for time or expenses Class Counsel or Plaintiff incur related to notice or claims administration.

84. Within 30 days after entry of the Preliminary Approval Order, the Claims Administrator shall cause the Notice Plan to commence (the "Notice Commencement Date") as described in Exhibit C and as specified in the Preliminary Approval Order. Copies of the Class Notice and Summary Settlement Notice are attached to this Agreement as Exhibits B and E.

85. No later than the Notice Commencement Date, the Claims Administrator shall establish the Settlement Website. The Settlement Website shall provide: (i) information concerning deadlines and procedures for opting out of the Settlement Class, objecting to this Agreement, or filing a Claim Form, and the dates and locations of relevant court proceedings, including the Approval Hearing; (ii) a listing of the toll-free phone number to be established pursuant to paragraph 87; and (iii) downloadable copies of this Agreement, the Class Notice, the Claim Form, and information concerning the specifications and installation requirements for the available Award Humidifiers. Hard copies of materials posted on the Settlement Website shall be available from the Claims Administrator upon request. The Settlement Website shall be maintained for the entirety of the Claims Period.

86. The Settlement Website shall also inform Settlement Class Members to revisit the Settlement Website periodically and following the date of the Approval Hearing to receive any updates concerning changes or amendments to this Agreement that may result from the process of seeking final approval from the Court.

87. No later than the Notice Commencement Date, the Claims Administrator shall establish a toll-free telephone facility. The toll-free telephone number(s) of such facility shall be posted on the Settlement Website. The telephone facility shall be capable of (i) receiving requests for Claim Forms, the Class Notice, or any other materials described in this Section and/or posted on the Settlement Website, and (ii) providing general information concerning deadlines for opting out of the Settlement Class, objecting to this Agreement, filing a Claim Form, and the dates and locations

of relevant court proceedings, including the Approval Hearing. The toll free number(s) shall be for the entirety of the Claims Period.

88. Not later than ten (10) calendar days before the date of the Approval Hearing, the Claims Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; and (ii) attests to the proper implementation of the Notice Plan.

89. The Claims Administrator's notice-related duties include, but are not limited to:

- (a) consulting on, drafting, and designing the Class Notice, Summary Settlement Notice, and Claim Form. Class Counsel and Honeywell's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over these notices and form or any changes to the notices and form;
- (b) developing the Notice Plan set out in paragraph 82 above, in accordance with the proposed Notice Plan described in Exhibit C. Class Counsel and Honeywell's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan;
- (c) implementing and arranging for the publication of notice of this Agreement via various forms of electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan, as described in Exhibit C. To the extent that the Claims Administrator believes additional or different notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Honeywell's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different notice;
- (d) establishing, publishing and hosting a Settlement Website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted on-line;
- (e) sending the Class Notice and related documents, including a Claim Form, via electronic mail or regular mail, to any potential Settlement Class Member who so requests and

emailing such Class Notice and Claim Form to the list of potential Settlement Class Members whose email addresses are provided by Honeywell;

- (f) responding to requests from Class Counsel and Honeywell's Counsel; and
- (g) otherwise implementing and assisting with the dissemination of the notice of the Settlement.

90. The Claims Administrator shall also be responsible for implementing the terms of the claim process and related administrative activities, including communications with Settlement Class Members concerning the Settlement, claim process, and the options they have. Claims processing duties include, but are not limited to:

- (a) executing any mailings required under the terms of this Agreement;
- (b) establishing a toll-free telephone facility to which Settlement Class Members may refer for information about the Action and the Settlement;
- (c) establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
- (d) receiving and maintaining on behalf of the Court all correspondence from any Settlement Class Member regarding the Settlement, and forwarding inquiries from Settlement Class Members to Class Counsel or their designee for a response, if warranted; and
- (e) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests or requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Honeywell's Counsel a copy within five (5) calendar days of receipt. If the Claims Administrator receives any such requests after the deadline for the submission of such requests, the Claims Administrator shall promptly provide Class Counsel and Honeywell's Counsel with copies.

91. The Claims Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claims-review duties include, but are not limited to:

- (a) reviewing each Claim Form submitted to determine whether it meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether it is timely, complete, and valid;
- (b) working with Settlement Class Members who submit timely Claim Forms to try to cure any Claim Form deficiencies, within the parameters described in this Agreement;
- (c) using all reasonable efforts and means to identify and reject duplicate and/or fraudulent Settlement Claims, including, without limitation, maintaining a database of all Claim Form submissions;
- (d) keeping an accurate and updated accounting via a database of the number of Claim Forms received, the name and address of the Settlement Class Member who made the Settlement Claim, the type of Settlement Claim—whether Cash Payment or Award Humidifier—made, whether the Claim Form has any deficiencies, and whether the Settlement Claim has been approved as timely and valid; and
- (e) otherwise implementing and assisting with the Settlement Claim review and payment process, pursuant to the terms and conditions of this Agreement.

92. Following the Effective Date, the Claims Administrator shall be responsible for sending Cash Payments and Award Humidifiers to all eligible Settlement Class Members who have submitted valid, timely, and approved Claim Forms pursuant to the terms and conditions of this Agreement. Claim payment duties include, but are not limited to:

- (a) sending Cash Payment checks to Claimants who requested such benefit and submitted timely, valid, and approved Claim Forms; and
- (b) sending to Honeywell the number, names and addresses of Claimants who have requested Award Humidifiers and submitted timely, valid, and approved Claim Forms. Honeywell will thereafter be responsible for sending Award Humidifiers to such Claimants with the oversight of the Claims Administrator.

Claims Administrator

93. The Claims Administrator shall provide periodic updates to Class Counsel and Honeywell's Counsel regarding Claim Form submissions beginning within seven (7) business days after the Notice Commencement Date and continuing on a monthly basis thereafter and shall provide such an update within seven (7) days before the Approval Hearing. The Claims Administrator shall also provide such updates to Class Counsel or Honeywell's Counsel upon request, within a reasonable amount of time.

94. The Claims Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this action. The Notice Plan will comply with all applicable laws.

95. The Claims Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

96. Class Counsel and Honeywell's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Claims Administrator at any time upon reasonable notice.

97. If the Claims Administrator misappropriates any funds from the administration or settlement funds or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Honeywell, or Honeywell's Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Claims Administrator immediately be replaced. If the Claims Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Claims Administrator. Neither Party shall unreasonably withhold consent to remove the Claims Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Claims Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

98. All decisions regarding the sufficiency of proof of eligibility for settlement benefits under this Agreement shall lie with the Claims Administrator. If necessary, the Claims Administrator

will consult with Class Counsel and Honeywell's Counsel to answer any questions or resolve any disputes that arise.

VIII. CLAIMS PERIOD

99. The period during which Settlement Class Members may submit timely Claim Forms to the Claims Administrator ("Claims Period") shall commence on the Notice Commencement Date and run until the earlier of (a) 30 days after the Effective Date, or (b) 180 total days.

100. In the event that the process of obtaining final approval from the Court results in any material changes or amendments to this Agreement, notice of such changes shall be provided to all persons who have already filed timely and valid Claim Forms and also be posted on the Settlement Website.

IX. REQUESTS FOR EXCLUSION (OPT-OUTS)

101. Settlement Class Members have the right to opt-out of the Settlement Class, relinquishing their rights to a Cash Payment or an Award Humidifier under this Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this Section. A Settlement Class Member wishing to opt-out of this Agreement must send to the Claims Administrator by mail a personally signed letter including his or her name and address, and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class. In seeking the Preliminary Approval Order, the Parties shall jointly request that the deadline for submitting such opt-out requests be set at thirty (30) days prior to the Approval Hearing ("Opt-Out Deadline"). The exact calendar date of the Opt-Out Deadline shall be specified in the Class Notice and related documents. Any Class Member who elects to opt-out of the Settlement Class (i) shall not be bound by any orders or judgments entered in this Action; (ii) shall not be entitled to relief under, or be affected by, this Agreement; (iii) shall not gain any rights by virtue of this Agreement; and (iv) shall not be entitled to object to any aspect of this Agreement.

102. Correspondence opting out of the Settlement Class, or revoking such opt-out, must be postmarked no later than the Opt-Out Deadline.

103. Except for those Settlement Class Members who have properly opted out of the Settlement Class (and all other Excluded Persons), all Persons who meet the definition of Settlement Class

Member will be deemed Settlement Class Members for all purposes under this Agreement and shall be bound by this Agreement and by all subsequent proceedings, orders, and judgments issued by the Court.

104. If 200 or more potential Settlement Class Members opt-out of the Settlement Class, Honeywell may at its option elect to withdraw from and void this Agreement.

X. OBJECTIONS TO THIS AGREEMENT

105. Any Settlement Class Member shall have the right to object to this Settlement. In seeking the Preliminary Approval Order, the Parties shall jointly request that the deadline for submitting any such objections be set at thirty (30) days prior to the Approval Hearing ("Objection Deadline"). The exact calendar date of the Objection Deadline shall be specified in the Class Notice and related documents.

106. A Settlement Class Member who wishes to object to this Agreement must provide written notice of the objection via mail to the Claims Administrator pursuant to the approved Objection Form, attached hereto as Exhibit D and to be attached to the Class Notice and available on the Settlement Website and from the Claims Administrator. Completed Objection Forms must include (i) the full caption of this Action; (ii) the Settlement Class Member's full name, current address and telephone number; (iii) documentary proof that the Settlement Class Member owned a TrueSTEAM Humidifier during the Class Period in accordance with paragraph 58 above; (iv) all of the Settlement Class Member's objections, the reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (v) the Settlement Class Member's signature and a declaration signed by the objector with language similar to that included in the Claim Form, that the Settlement Class Member owned at least one TrueSTEAM Humidifier during the Class Period. If the Settlement Class Member is represented by counsel, the objection shall also be signed by the lawyer who represents the Settlement Class Member.

107. Class Counsel shall be responsible for filing all objections with the Court as ordered in the Preliminary Approval Order.

108. Class Counsel and Honeywell shall have the right to respond to any objection no later than seven (7) days prior to the Approval Hearing. The party so responding shall file a copy of the

response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting Settlement Class Member or to the individually-hired lawyer for the objecting Settlement Class Member; to all Class Counsel; and to Honeywell's Counsel.

XI. PRELIMINARY APPROVAL ORDER

109. Upon full execution of this Agreement, the Parties will take all necessary steps to obtain an Order from the Court, in a form to be agreed upon by the Parties prior to filing the Motion for Preliminary Approval, granting preliminary approval of this Agreement, and approving the forms and methods of notice to the Settlement Class set forth herein ("Preliminary Approval Order").

110. The Parties shall jointly request that the Preliminary Approval Order, among other things:

- (a) Preliminarily approve this Agreement;
- (b) Approve the Notice Plan;
- (c) Set the requested deadline by which Settlement Class Members may opt-out of the Settlement Class in the manner described in Section IX or serve written objections to the Agreement in the manner described in Section X.
- (d) Provide that, pending final approval of this Agreement, no member of the Settlement Class shall commence or prosecute any action or proceeding in any court of tribunal asserting any Released Claims; and
- (e) Set a date for the Approval Hearing to determine (i) whether this Agreement and the proposed settlement should be approved as fair, reasonable and adequate to Settlement Class Members; (ii) whether a Final Order should be entered dismissing with prejudice or barring this Action and any other actions filed by Settlement Class Members; and (iii) whether Class Counsel's application for fees and costs should be approved.

111. If the Court does not enter a Preliminary Approval Order, this Agreement shall terminate, upon the notification of termination by any Party, and be of no force or effect, unless the Parties mutually and voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. If the Court enters a Preliminary Approval Order that materially alters a substantive term in this Agreement (or conditions the entry of a Preliminary Approval Order on such an alteration),

this Agreement shall terminate, upon the notification of termination by any Party, and be of no force or effect, unless the Parties mutually and voluntarily agree to modify this Agreement in the manner described by the Court.

XII. FINAL APPROVAL ORDER

112. This Agreement is subject to and conditioned upon the entry by the Court, following a Approval Hearing, of a Final Order granting final approval of the Agreement (“Final Order”). Prior to the Approval Hearing, the Parties shall jointly file a proposed Final Order with the Court. Such Final Order shall, among other things:

- (a) State that this agreement is fair, reasonable, and in the best interests of the Class;
- (b) Confirm the appointment of Class Counsel;
- (c) Confirm the appointment of class representatives;
- (d) Dismiss this Action with prejudice;
- (e) Provide that all Releasing Parties conclusively compromise, settle, discharge, dismiss and release all Released Claims;
- (f) Permanently enjoin all Releasing Parties from initiating, asserting, prosecuting or litigating against the Released Parties any actions involving the Released Claims;
- (g) certifying the class for settlement purposes;
- (h) Reserve the Court’s continuing and exclusive jurisdiction over the Parties to this Agreement, including Honeywell and all Settlement Class Members, to administer, supervise, construe and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties; and
- (i) Approve this agreement pursuant to the *Act*.

113. If the Final Order is not granted by the Court according to the terms of this Agreement, or it is not upheld on appeal, or this Agreement is otherwise terminated before the Effective Date; the Agreement and all negotiations, proceedings, and documents prepared, and statements made in

connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Agreement had not been negotiated, made, or filed with the Court.

114. If the Court enters a Final Order that materially alters a substantive term in this Agreement (or conditions the entry of a Final Order on such an alteration), this Agreement shall terminate, upon the notification of termination by any Party, and be of no force or effect, unless the Parties mutually and voluntarily agree to modify this Agreement in the manner described by the Court.

XIII. CLASS COUNSEL FEES AND COSTS

115. Class Counsel agrees to make and Honeywell agrees to not oppose, an application for an award of class counsel fees that will not exceed CDN \$150,000, inclusive of fees, taxes and disbursements.

116. The payment by Honeywell of Class Counsel's fees and costs is separate from and in addition to the relief afforded the Settlement Class Members in this Agreement. In the event the Court approves this Agreement, but awards Class Counsels' fees and costs in an amount lower than the amount requested by Class Counsel, the remainder of this Agreement will nevertheless be binding.

117. Honeywell shall make a contribution to a maximum of CDN \$150,000, inclusive of fees, taxes and disbursements in respect of Class Counsel's fees and costs approved by the Court, within five (5) business days after the Effective Date.

XIV. NO ADMISSION OF LIABILITY

118. Neither this Agreement, nor any exhibit, document or instrument delivered hereunder, is intended to be or shall be construed as or deemed to be evidence of or an admission or concession by the Released Parties of any liability or wrongdoing, or of the truth or validity of any allegations asserted by Plaintiff, the Settlement Class, or any other Person.

119. Neither this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with

the negotiation, execution or implementation of this Agreement, shall be admissible in evidence in this or any other proceeding for any purpose other than: (i) for purposes of obtaining approval of, implementing, and/or enforcing this Agreement, and/or (ii) for purposes of determining Class Counsel's application for Class Counsel Fees or in connection with any appeal of an award of Class Counsel Fees in this Action.

120. Nothing contained in this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, shall be given any form of *res judicata*, collateral estoppel or judicial estoppel effect against the Released Parties in any administrative or judicial forum or proceeding.

121. Notwithstanding the foregoing, this Agreement, any order granting preliminary or final approval of this Agreement, and any appellate decision affirming the Final Order, may be pleaded by the Released Parties as a full and complete defence (including any defence based upon release, *res judicata*, or injunction) to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims; and this Agreement, any order granting preliminary or final approval to this Agreement, any appellate decision affirming the Final Order, or any other proceedings in connection therewith, may be filed, offered or submitted by the Released Parties or otherwise used in support of such defence.

XV. TERMINATION

122. This Agreement shall terminate and become null and void upon the occurrence of any of the following events:

- (a) The Court refuses to certify the Settlement Class;
- (b) The Court denies preliminary approval of this Agreement;
- (c) The Court denies final approval of this Agreement;
- (d) Certification of the Settlement Class and/or approval of this Agreement is reversed on appeal; or
- (e) The Effective Date does not occur for any other reason.

123. If this Agreement should terminate or become null and void for any reason, then:

- (a) This Agreement and all negotiations and proceedings and releases relating thereto shall be without prejudice as to the rights of any and all Parties to this Agreement, and Parties to this Agreement shall be restored to their respective positions as if this Agreement were never executed; and
- (b) The Parties shall jointly move that any order entered pursuant to this Agreement be vacated and all findings withdrawn.

XVI. MISCELLANEOUS PROVISIONS

124. *Extensions of Time:* Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

125. *Parties' Authority:* The respective signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the respective Parties hereto to the terms and conditions hereof.

126. *Integration:* This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided for herein.

127. *Governing Law:* The Agreement shall be construed in accordance with, and be governed by, the laws of Alberta, without regard to the principles thereof regarding choice of law.

128. *Gender and Plurals:* As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others wherever the context so indicates.

129. *Counterparts:* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

130. *Cooperation of Parties:* The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any efforts that become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall take all necessary steps to assure the Court's approval of this Agreement.

131. *No Prior Assignments:* Plaintiff represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

132. *Captions and Interpretations:* Paragraph or Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

133. *Modification:* This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

134. *Binding on Assigns:* This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

135. *No Presumed Waiver:* The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

136. *Execution Voluntary:* This Agreement is executed voluntarily by each of the Parties without any duress or undue influences on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been

advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted by any one or more of the Parties.

137. All notices to Plaintiff or Class Counsel provided for herein shall be sent to:

Laura-Marie Paynter
Siskinds LLP
302-100 Lombard St.
Toronto, ON, M5C 1M3

All notices to Honeywell or Honeywell's Counsel provided for herein shall be sent to


Laura Cooper and Zohaib Maladwala
Fasken Martineau DuMoulin LLP,
333 Bay Street, Suite 2400, P.O. Box 20
Toronto, ON, M5H 2T6

The Parties agree to promptly provide each other with copies of objections, opt-out requests, or other filing received in relation to this Agreement.

138. *Class Counsel Signatories:* It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice Plan will advise all Settlement Class Members of the binding nature of the release and shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

139. *Retention of Jurisdiction:* The Court shall retain jurisdiction to resolve any future disputes arising out of the terms and conditions of this Settlement Agreement and Release.

For the Plaintiff Lyle Tremblay

Per: 
Name: Charles Wright
Title: Partner
Siskinds LLP

For the Defendants Honeywell International Inc. and Honeywell Limited

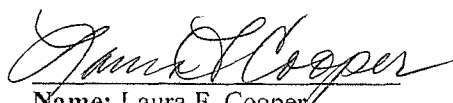
Per: 
Name: Laura F. Cooper
Title: Partner
Fasken Martineau DuMoulin LLP

EXHIBIT "A"

CLAIM FORM

Must be received online or
postmarked if mailed no later
than ●.

TrueSTEAM Humidifier
Settlement
●

This claim form has multiple
pages. All Sections of the
Claim Form must be
complete

You can also file a claim online at: ●

Section I – Class Member Information

<i>Claimant First Name</i>		<i>Claimant Last Name</i>	
<i>Street Address</i>			
<i>City</i>	<i>Province</i>	<i>Postal Code</i>	
<i>Preferred Telephone Number</i>		<i>Email</i>	

Section II – Eligible Persons and Products Included in this Settlement

Class Members eligible to participate in this Settlement include all Persons within Canada who owned one or more TrueSTEAM Humidifiers for personal or household use between January 1, 2008 and ●.

Class Members who owned more than one TrueSTEAM Humidifier between January 1, 2008 and ● may file a separate Claim Form for each TrueSTEAM Humidifier they owned. However, Class Members may not file separate, additional Claim Forms for Warranty Replacements (*i.e.*, TrueSTEAM Humidifiers provided pursuant to the TrueSTEAM Limited Warranty to replace a previously installed TrueSTEAM Humidifier). For purposes of this Settlement, all Warranty Replacements should be treated as one and the same with the original TrueSTEAM Humidifier they replaced.)

[continued on next page]

Section III – Benefits Election

☐

Option 1 of 2: Award Humidifier Option

Select the Award Humidifier that you would like to receive (select one)*:

☐

Honeywell Steam Humidifier model HM609

☐

Honeywell Steam Humidifier model HM612

☐

Honeywell Advanced Electrode Humidifier model HM750

Claimants may elect an Award Humidifier of any size/capacity. Reverse osmosis water filtration kits will be included with all Honeywell Steam Award Humidifiers.

**In the event any of the above-listed Award Humidifier models are no longer available at the time of shipment, Honeywell will substitute the most equivalent model available at that time.*

Installation Attestation (required):

☐

By checking this box I attest that any Award Humidifier will be installed by a trained, experienced HVAC technician, and that I understand that I will be responsible for any installation labor costs charged by my HVAC technician or other incidental expenses associated with the Award Humidifier.

Before selecting the type of Award Humidifier they would like to receive, Claimants should review the installation requirements applicable to each type of Award Humidifier with their HVAC technician, available on the Settlement Website at ●.

- OR -

☐

Option 2 of 2: Cash Payment

Cash Payment: In lieu of an Award Humidifier, Claimants may select the following Cash Payment, in Canadian dollars, depending on the size of the TrueSTEAM Humidifier they own or owned:

☐

\$40 (for TrueSTEAM 6-gallon Humidifiers, model HM506);

☐ \$45 (for TrueSTEAM 9-gallon Humidifiers, model HM509); or

☐ \$50 (for TrueSTEAM 12-gallon Humidifiers, model HM512).

Special Direction to Class Members Filing More Than One Claim Form:

☐ Check this box if you owned more than one TrueSTEAM Humidifier between January 1, 2008 and April 14, 2017, excluding any Warranty Replacements for a previously purchased TrueSTEAM Humidifier.

Please state here the total number of Claim Forms you are filing, relative to separate TrueSTEAM units (excluding Warranty Replacements), under this Settlement: _____

You must complete a separate Claim Form for each eligible TrueSTEAM unit, including submitting separate Required Documentation under Section IV for each unit.

It is recommended that you submit all your Claim Forms at the same time.

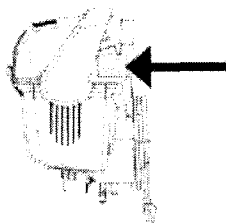
Section IV – Required Documentation

All Claimants must submit one of the following with their Claim Form to establish proof of ownership. Please select the type of document you are submitting (select one):

☐ A receipt or invoice reflecting the purchase of your TrueSTEAM Humidifier; or

☐ Records of the installation, maintenance, service or repair of your TrueSTEAM Humidifier, which include your name and/or address.

☐ A photograph of the side label on your TrueSTEAM Humidifier, which displays the bar code and serial number (see figure below)



Note: Claim Forms that do not meet the requirements in the Claim Form instructions may be rejected. The Claims Administrator will determine the following:

in the Settlement Agreement and the Claims Administrator will determine a Claim Form for, among other reasons, the

- a. Failure to provide proper proof of ownership of a TrueSTEAM Humidifier(s);

- b. Failure to provide adequate verification or additional information of the Claim pursuant to a request of the Claims Administrator;
- c. Failure to fully complete and/or sign the Claim Form;
- d. Failure to submit a legible Claim Form;
- e. Submission of a fraudulent Claim Form;
- f. Submission of Claim Form that is duplicative of another Claim Form;
- g. Submission of Claim Form by a person who is not a Settlement Class Member;
- h. Request by person submitting the Claim Form to pay funds to a person or entity that is not the Settlement Class Member for whom the Claim Form is submitted;
- i. Failure to submit a Claim Form by ●; or
- j. Failure to otherwise meet the requirements of the Settlement Agreement.

Section V – Required Declaration

With my signature below I declare that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased and/or owned the TrueSTEAM Humidifier claimed above between January 1, 2008 and ● for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.

Signature

Date

All Claim Forms must be postmarked if mailed or submitted online by ● to:

TrueSTEAM Humidifier Settlement

[website]

●

TRUESTEAM HUMIDIFIER CLASS ACTION SETTLEMENT

If you own or have owned one or more TrueSTEAM Humidifiers, you could get a new humidifier or a payment from a class action settlement.

- Class Members who file a timely and valid claim, including proof that between January 1, 2008 and [date of pre-approval hearing] they owned a TrueSTEAM Humidifier, will be eligible to receive EITHER (1) their choice of one of three Award Humidifiers or (2) a Cash Payment of \$40, \$45, or \$50 (depending upon the size of the TrueSTEAM Humidifier they owned).
- The Class (also referred to as the "Settlement Class") includes all persons within Canada who owned one or more TrueSTEAM Humidifiers between January 1, 2008 and [date of pre-approval hearing] for personal or household use.
- The Settlement resolves litigation brought against Honeywell International Inc. and Honeywell Limited ("Honeywell"). The litigation alleges that TrueSTEAM Humidifiers were defectively designed and manufactured and deceptively marketed, primarily in relation to the alleged effects of mineral scale and sediment build-up on the units. Honeywell vigorously denies all allegations of wrongdoing or liability of any kind associated with the claims alleged in this litigation. However, to avoid the cost of a trial, and potential risks for both sides, the Parties have reached a Class Action Settlement Agreement and Release ("Settlement"), which was preliminarily approved by the Alberta Court of Queen's Bench on [date of pre-approval hearing].
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM The only way to get a Cash Payment or Award Humidifier.

OPT OUT Get no payment. This is the only option that allows you to be part of another lawsuit against Honeywell involving TrueSTEAM Humidifiers.

OBJECT Write to the Court about why you don't like the Settlement.

DO NOTHING Get no payment. Give up rights to assert an action against Honeywell involving TrueSTEAM Humidifiers.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash Payments and Award Humidifiers will be issued if the Court approves the Settlement and after any appeals are resolved. Please be patient, and please check the website listed below for updates.

BASIC INFORMATION

1. What is this lawsuit about?

The Plaintiff filed a lawsuit in the Alberta Court of Queen's Bench claiming that TrueSTEAM Humidifiers were defectively designed and manufactured and deceptively marketed, primarily in relation to the alleged effects of mineral scale and sediment build-up on the units (see Alberta Court File Number 1401-11108).

Honeywell vigorously denies all claims asserted against it in this litigation and specifically denies that TrueSTEAM Humidifiers were defective or that Honeywell engaged in any wrongdoing.

2. Why is this a class action?

In a class action, one or more people called Representative Plaintiffs sue on behalf of themselves and other people. The Court then resolves the claims asserted for all Class Members at one time.

If the Settlement is approved, it will bind all people who owned one or more TrueSTEAM Humidifiers for personal or household use between January 1, 2008 and [date of pre-approval hearing], except for those who are excluded (see Question 6) or who opt out from the Class (see Question 15). To be binding on Class Members, the Settlement must be approved by the Court.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Honeywell. Instead, both sides agreed to this Settlement.

This way, both sides avoid the potential risks and cost of a trial, and the Class Members who timely submit a claim supported by sufficient proof that they owned a TrueSTEAM Humidifier between January 1, 2008 and [date of pre-approval hearing] (see Questions 11 and 12) will get compensation without having to commit to a full trial. The Class Representatives and counsel for the Class ("Class Counsel") believe the Settlement is best for all Class Members considering the risks of going forward to trial.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the Settlement?

You are a Class Member for purposes of the Settlement if you are within Canada and owned one or more TrueSTEAM Humidifiers during the period between January 1, 2008 and [date of pre-approval hearing] for personal or household use.

However, excluded from this Settlement Class are the persons and entities listed at Question 6 below.

5. If I previously settled my TrueSTEAM Humidifier claim with Honeywell, am I included?

Maybe. All Persons who have previously settled or otherwise resolved claims against Honeywell arising out of or in connection with a TrueSTEAM Humidifier may be excluded to the extent of the resolution of those claims and as specified in any applicable settlement agreement or release.

6. Are there exceptions to being included?

The following categories of people are not included in the Class even if they owned a TrueSTEAM Humidifier between January 1, 2008 and [date of pre-approval hearing]:

- (a) Honeywell, any entity in which Honeywell has a controlling interest, and its legal representatives, officers, directors, employees, assigns and successors;
- (b) Any Person that purchased the TrueSTEAM Humidifier(s) for resale, including retailers, wholesalers, distributors, and HVAC contractors/installers;
- (c) All Persons who timely and validly opt out of the Settlement Class; and
- (d) All Persons who have previously settled or otherwise resolved claims against Honeywell arising out of or in connection with a TrueSTEAM Humidifier, to the extent of the resolution of those claims and as specified in any applicable settlement agreement or release.

7. I'm still not sure if I'm included.

If you are still not sure whether you are eligible to submit a claim, you can call ● or visit www.●.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement provide?

While disputing liability, Honeywell has agreed to settle this matter by providing all Class Members who file a timely and valid Claim Form, including sufficient proof to establish that they owned a TrueSTEAM Humidifier between January 1, 2008 and [date of pre-approval hearing], with the Class Member's choice of EITHER (1) an Award Humidifier or (2) a Cash Payment of between \$40 and \$50, depending upon the size of the TrueSTEAM Humidifier that the Class Member owned.

Please Note: Class Members who owned more than one TrueSTEAM Humidifier between January 1, 2008 and ● may file a separate Claim Form for each TrueSTEAM Humidifier they owned. However, Class Members may not file separate, additional Claim Forms for Warranty Replacements (i.e., TrueSTEAM Humidifiers provided pursuant to the TrueSTEAM Limited Warranty to replace a previously installed TrueSTEAM Humidifier). For purposes of this Settlement, all Warranty Replacements should be treated as one and the same with the original TrueSTEAM Humidifier they replaced. To illustrate, if a Class Member purchased a TrueSTEAM Humidifier in 2010, and that unit was replaced pursuant to the TrueSTEAM Limited Warranty in 2012, both the original 2010 unit and the 2012 Warranty Replacement count together as a single unit eligible for benefits under this Settlement, for which only one Claim Form may be submitted.

Please visit the FAQs section of the Settlement Website if you have questions about filling out a Claim Form for a unit that has been replaced by a Warranty Replacement.

Claim Forms will be processed in the order received, and once a Claim Form has been honored for a particular TrueSTEAM Humidifier, there will be no further benefits issued for that particular TrueSTEAM Humidifier under this Settlement.

9. Award Humidifier Option.

Claimants electing an Award Humidifier may choose between ONE of the following:

- Honeywell Steam Humidifier model HM609,

- Honeywell Steam Humidifier model HM612, or
- Honeywell Advanced Electrode Humidifier model HM750.

Claimants may elect an Award Humidifier of a larger size/capacity than the TrueSTEAM Humidifier the Claimant owned between January 1, 2008 and [date of pre-approval hearing]. Reverse osmosis water filtration kits will be included with all Honeywell Steam Award Humidifiers.

Claimants must attest on the Claim Form that any Award Humidifier will be installed by a trained, experienced HVAC technician. Claimants electing the Award Humidifier option will be responsible for any installation labor costs charged by their HVAC technician and any other incidental expenses associated with the Award Humidifier. The Settlement Website hosted by the Settlement Administrator at www.●.com contains information regarding the installation requirements applicable to each type of Award Humidifier. Claimants should review this installation information in consultation with their HVAC technician in selecting the appropriate model.

Please Note: In the event any of the above-listed Award Humidifier models are no longer available at the time Award Humidifiers are shipped to Claimants, Honeywell will substitute the most equivalent model available at that time.

10. Cash Payment Option.

Instead of an Award Humidifier, Claimants may select the following Cash Payment, depending on the size of the TrueSTEAM Humidifier they owned between January 1, 2008 and [date of pre-approval hearing]:

- \$40 (for TrueSTEAM 6-gallon Humidifiers, model HM506);
- \$45 (for TrueSTEAM 9-gallon Humidifiers, model HM509); or
- \$50 (for TrueSTEAM 12-gallon Humidifiers, model HM512).

HOW YOU GET BENEFITS—SUBMITTING A CLAIM

11. How can I get an Award Humidifier or Cash Payment?

To qualify, you must submit a Claim Form signed by you, along with any required supporting documents, which are described in Question 12 below and in the Claim Form.

Claim Forms and instructions for submitting them are available at www.●.com. Claim Forms and instructions for completing them can also be obtained by calling ●.

Read the instructions carefully, complete the Claim Form, include all the documents it asks for, sign it and submit it with the supporting documents no later than ●, as explained in the Claim Form instructions.

12. What supporting documents am I required to submit with my Claim Form?

To establish eligibility for either a Cash Payment or Award Humidifier, you must submit one of the following with your Claim Form:

- A photograph of the side label on your TrueSTEAM Humidifier, which displays the bar code and serial number (see diagram on Claim Form);
- A receipt or invoice reflecting the purchase of your TrueSTEAM Humidifier; or
- Records of the installation, maintenance, service or repair of your TrueSTEAM Humidifier, which contain the your name and/or address.

13. When would I get my Award Humidifier or Cash Payment?

The Court will hold a hearing at 10:00 a.m. on ● to decide whether to grant final approval to the Settlement (the “Final Approval Hearing”). If the judge approves the Settlement, any objecting Class Member has the right to file an appeal. Award Humidifiers and Cash Payments will be issued under the Settlement only after any appeals have been resolved in favor of the Settlement. Please be patient.

14. What am I giving up to stay in the Class?

Unless you opt out, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit concerning Honeywell or other Released Parties related to TrueSTEAM Humidifiers. Personal injury claims are excluded. The Released Parties are: Honeywell and its administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries, and affiliates; and all of the foregoing persons’ or entities’ respective predecessors, successors, assigns, and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives.

Staying in the Class means that you will have the right to submit a Claim Form, and will also mean that you release all claims against the Released Parties that were or could have been asserted in this lawsuit or related lawsuits, or that assert fraud in the inducement of the Settlement Agreement, or are otherwise based on, on account of, or related to TrueSTEAM Humidifiers. Personal injury claims are excluded. Staying in the Class also means that all of the Court’s orders will apply to you and legally bind you.

In addition, regardless of whether you submit a Claim Form, if you remain in the Class and either (i) still own a TrueSTEAM Humidifier, or (ii) elect to receive an Award Humidifier pursuant to this Settlement, you will retain certain rights under the TrueSTEAM Limited Warranty for the remainder of your Original Warranty Period, as specified in Section V of the Settlement Agreement (available at www.●.com or by calling ●).

OPTING OUT OF THE SETTLEMENT

If you don’t want to submit a Claim Form to receive an Award Humidifier or Cash Payment, and you want to keep the right to sue or continue to sue Honeywell (or any of the other Released Parties) in the future about a TrueSTEAM Humidifier then you must take steps to remove yourself from the Class. This process is sometimes called “opting out” of the Settlement Class. Failure to submit a Claim Form does not itself exclude you from the Class. Unless you opt out of the Class pursuant to the instructions below, you will remain a Settlement Class Member for purposes of this Settlement and will be bound by the releases and all the Court’s orders as described under Question 14.

15. How do I get out of the Settlement?

To opt out of the Settlement, you must send a letter by mail saying clearly that you want to opt out. Be sure to include the case name and number, (*Tremblay v. Honeywell*, Alberta Court File No. 1401-11108), your name, address, telephone number, and your signature. You must mail your request postmarked no later than ● to the Settlement Administrator at TrueSTEAM Opt Outs, ●. You cannot opt out by phone or by email. If you ask to opt out, you will not get an Award Humidifier or Cash Payment and you cannot object to the Settlement. You will not be legally bound by anything that happens in this litigation. You may be able to sue (or continue to sue) Honeywell (or the other Released Parties) in the future, after the Settlement is finally approved.

16. If I don't opt out, can I sue Honeywell for the same thing later?

No. Unless you opt out, you give up any right to sue Honeywell and the other Released Parties for claims related to a TrueSTEAM Humidifier, except for personal injury claims. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

Remember, the exclusion deadline is ●.

17. If I opt out, can I get an Award Humidifier or Cash Payment from this Settlement?

No. If you opt out, do not send in a Claim Form to ask for any benefits from this Settlement.

However, you may be able to sue, continue to sue, or be part of a different lawsuit against Honeywell in the future.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Class is represented by Siskinds LLP and Higgerty Law. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers and other expenses be paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses that will not exceed \$150,000.

The amount of attorneys' fees and expenses awarded by the Court will neither reduce any of the benefits available to the Class if the full amount is awarded, nor increase the benefits available to the class if a lesser amount is awarded.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member and do not opt out, you can tell the Court that you don't agree with the Settlement, or some part of it, and request that the Settlement not be approved.

20. How do I tell the Court that I don't like the Settlement?

As a Settlement Class Member you have the right to object to this Settlement and you can provide the Court with the reasons why you think the Court should not approve it. The Court will consider your views. To be effective, any objection to the Settlement must be made pursuant to the objection

form attached to the Class Notice, in writing, sent to the Settlement Administrator as detailed below, and must include:

- (i) the full caption of this case, *Tremblay v. Honeywell*, Alberta Court File No. 1401-11108;
- (ii) your full name, current address and telephone number;
- (iii) documentary proof that you owned a TrueSTEAM Humidifier between January 1, 2008 and [date of pre-approval hearing] in accordance with Question 12 above;
- (iv) all of your objections, the reasons for the objections, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and
- (v) your signature and a declaration, with language similar to that included in the Claim Form, that you owned at least one TrueSTEAM Humidifier between January 1, 2008 and [date of pre-approval hearing]. If you are represented by counsel, the objection must also be signed by the attorney who represents you.

You must mail your written objection to the Settlement Administrator at:

●

postmarked no later than ●.

21. What is the difference between objecting and opting out?

Objecting is remaining a member of the Settlement Class but telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class.

Opting out is telling the Court that you do not want to be part of the Class. If you opt out, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to give the Settlement Final Approval. You may attend personally or through your own lawyer, at your own expense, and you may ask to speak, but you don't have to do either.

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on ● at the Alberta Court of Queen's Bench, ●, Alberta. At this hearing the Court will consider whether the Settlement is fair, reasonable, and in the best interests of Class Members. If there are objections, the Court will consider them.

The judge will listen to people who have asked to speak at the hearing and who have complied with the requirements for submitting objections, as set forth in Question 20 above and Question 24 below. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long that decision will take.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions the judge may have. However, you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you submitted your objection on time in accordance with the procedures set forth in Question 20 above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted following the procedure set forth in Question 20 above. You cannot speak at the Final Approval Hearing if you have opted out.

IF YOU DO NOTHING

If you do nothing, you will get no Award Humidifier and no Cash Payment from this Settlement. If you do not submit a Claim Form, your claim will not be considered. If you do not opt out, you will not be able to start a new lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Honeywell (or the other Released Parties) concerning TrueSTEAM Humidifiers ever again. Lawsuits for personal injuries are excluded.

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This notice summarizes the principal terms of the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by visiting ● or by calling the Settlement Administrator toll free at ●.

You can also write to the Settlement Administrator at ●, or visit the website at ●, where you will find answers to common questions about the Settlement, online and downloadable versions of the Claim Form and instructions for submitting it, important documents filed in the litigation, plus other information to help you determine whether you are a Class Member and whether you are eligible for an Award Humidifier or Cash Payment.

Please note that as part of the process of obtaining final approval of this Settlement from the Court, it is possible that certain information or documents related to the Settlement could be updated or amended. You are encouraged to periodically visit the Settlement Website, www.●.com for any such updates, particularly following the date of the Final Approval Hearing on ●.

PLEASE DO NOT CALL THE COURT FOR INFORMATION OR ADVICE

3490253.3A

EXHIBIT "C"

NOTICE PLAN

Notices will be delivered via the following media:

1. A settlement website established at ●;
2. By Press Release and Newswire respecting
 - (a) the certification and opt-out process, and
 - (b) the commencement of the claims process;
3. The long form notice, notice of the commencement of the claims process and copies of claims forms will also be sent by direct mail, fax or e-mail on an ongoing basis as needed until the completion of the claims period to all persons who request copies of a notice, and other potentially interested parties identified by the claims administrator or class counsel.
4. An ongoing digital notice campaign will be established by the claims administrator for the duration of the distribution protocol using the following digital media whereby the claims administrator can publicize milestones of the claims process (such as links to the settlement website, availability of claims forms, commencement of the claims process, deadlines, etc.). The claims administrator will incorporate:
 - (a) Google AdWords advertising;
 - (b) LinkedIn advertising;
 - (c) Facebook advertising;
 - (d) Twitter advertising; and
 - (e) select consumer product message boards.
5. Class counsel may apply to the court on notice to the Defendants for approval to make any further distribution of notices to settlement class members as may be deemed necessary to facilitate their interests in the settlement.

OBJECTION FORM

Tremblay v. Honeywell et. al., Alberta Court File No. 1401-11108

Complete and submit this form if you wish to object to the proposed Settlement of the Action. If you submit this form, do not submit any other form. Do not submit this form if you wish to exclude yourself as a Settlement Class Member from participation in the Settlement. (Instead submit a written exclusion request.)

If you want to object to the Settlement, you must complete and mail this Objection Form (along with all supporting papers and required documents listed in Sections 5 and 6 below), postmarked no later than ●, to:

Laura-Marie Paynter
Siskinds LLP
100 Lombard Street, Suite 302
Toronto, Ontario M5C 1M3
Phone: (416) 362-8334
Fax: (416) 362-2610

1. You

<i>First Name</i>	<i>Middle Initial</i>	<i>Last Name</i>

<i>Current Address</i>		
<i>City</i>	<i>Province</i>	<i>Postal Code</i>

<i>Telephone Number</i>	<i>Email</i>

2. Your Legal Counsel (if any)

3. List all of your objections (use separate sheets if necessary)

4. Provide all of the reasons for your objections (use separate sheets if necessary)

5. Supporting Documents

Please submit with this Objection Form any and all supporting papers, including, without limitation, all facts, written evidence, and declarations related to your objection(s) above.

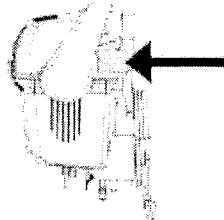
6. Required Ownership Documentation

All Objectors must submit one of the following with this Objection Form to establish proof of ownership. Please select the type of document you are submitting (MUST select one):

_____ A receipt or invoice reflecting the purchase of your TrueSTEAM Humidifier; or

_____ Records of the installation, maintenance, service or repair of your TrueSTEAM Humidifier, which include your name and/or address.

_____ A photograph of the side label on your TrueSTEAM Humidifier, which displays the bar code and serial number (see figure below)



7. Required Signature(s)

With my signature below I declare that the information in this Objection Form is true and correct to the best of my knowledge, and that I purchased and/or owned the TrueSTEAM Humidifier claimed above between January 1, 2008 and ● for personal or household use and not for resale.

Date

Name

NOTICE OF COURT HEARING FOR SETTLEMENT APPROVAL IN TRUESTEAM HUMIDIFIER CLASS ACTION

If you've purchased a Honeywell TrueSTEAM humidifier since 2008, your legal rights could be affected

WHAT IS THIS ABOUT?

On ●, the parties to a class proceeding before the Court of Queen's Bench of Alberta (the "Court") achieved a provisional settlement. The settlement class includes all persons within Canada who owned one or more residential steam humidifier products manufactured and sold by Honeywell under the "TrueSTEAM" name and with a model number beginning in HM506, HM509 or HM512 (the "TrueSTEAM Humidifiers") during the period between January 1, 2008 and ● for personal or household use, but excluding: (a) Honeywell, any entity in which Honeywell has a controlling interest, and its legal representatives, officers, directors, employees, assigns and successors; (b) any person that purchased the TrueSTEAM Humidifier(s) for resale, including retailers, wholesalers, distributors, and HVAC contractors/installers; (c) all persons who timely and validly opt to exclude themselves from the Settlement Class; and (d) all persons who have previously settled or otherwise resolved claims against Honeywell arising out of or in connection with a TrueSTEAM Humidifier, to the extent of the resolution of those claims and as specified in any applicable settlement agreement or release ("Class Members").

Among other things, the Claim alleges that the TrueSTEAM Humidifiers are prone to failure and unsuitable for use as advertised, marketed, and warranted by Honeywell.

SETTLEMENT

A settlement has been reached in this class action (the "Settlement Agreement"). Pursuant to the agreement, Honeywell will offer Class Members one of the following:

1. **Award Humidifier:** A replacement humidifier ("Award Humidifier"). Applicable Award Humidifiers are identified on ●.
- OR -
2. **Cash Payment:** A cash payment in lieu of an Award Humidifier. The cash payment varies according to the size of the Class Member's TrueSTEAM Humidifier:

<i>TrueSTEAM Humidifier size</i>	<i>Model</i>	<i>Cash Payment</i>
6-gallon	HM506	\$40
9-gallon	HM509	\$45
12-gallon	HM512	\$50

Honeywell denies all allegations of wrongdoing or liability in the Claim and the settlement represents a compromise of disputed claims.

DETERMINE IF YOU QUALIFY FOR COMPENSATION & ADMINISTRATION OF SETTLEMENT

To qualify for compensation, you must have purchased a TrueSTEAM Humidifier, as that term is defined above, after

January 1, 2008.

Information about how to submit a claim will be provided once the settlement has been approved.

SETTLEMENT APPROVAL HEARING AND COUNSEL FEES

A hearing has been set for ● at 10:00 a.m. at ●. At this hearing, the Court will determine whether the settlement is fair, reasonable and in the best interest of the class members and what fees and expenses will be paid to the lawyers as a result of this settlement. The lawyers for the plaintiff will be requesting that legal fees of ●, plus disbursements and applicable taxes.

If you do not oppose the proposed Settlement Agreement, you do not need to appear at the hearing or take any other action at this time.

If you want to comment on or object to the Settlement Agreement, you must deliver a written submission to the address below by ●. The lawyer will forward any submissions to the Court.

OPTING OUT OF THE PROCEEDING

If you fall within the definition of the class and you want to participate as a class member in this class action, you do not need to do anything to be included as a class member. You will be entitled to participate in the Settlement and you will be legally bound by the result of this class action.

If you do not want to be a class member in this class action, you must exclude yourself by ●. If you do not opt-out of this action, you will be bound by the settlement if it is approved and you may not opt-out of this action in the future. To learn how to exclude yourself, please visit ● or contact

Laura-Marie Paynter
Siskinds LLP
100 Lombard Street, Suite 302
Toronto, Ontario M5C 1M3
Phone: (416) 362-8334/Fax: (416) 362-2610

If you opt-out of this class action, you will not be able to participate in the settlement. You will be able to bring your own lawsuit at your own expense.

MORE INFORMATION

Find more information and note that it is strongly recommended that you review the long form of this Legal Notice on the website:

LEGAL NOTICE AUTHORIZED BY THE ALBERTA
COURT OF QUEEN'S BENCH