EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, v. HONEYWELL INTERNATIONAL INC., f/k/a ALLIEDSIGNAL INC., AUTOMOTIVE AFTERMARKET, Defendant.	CIVIL ACTION NO. 02-2721 (WGB)

CONSENT DECREE

I. INTRODUCTION

A. This action was instituted by the United States Equal Employment Opportunity Commission ("EEOC" or "Commission") on June 6, 2002, against Defendant Honeywell International Inc., formerly known as AlliedSignal Inc. ("Honeywell") to enforce provisions of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq. (the "ADEA"). The Commission alleged that Honeywell laid off Brian Hussey and David Hopkins, and a class of similarly situated managers in the protected age group, based on age. The

Commission alleged that Defendant terminated the employment of David McConnell, David Johns, and Randal Anglin, and a class of similarly situated sales representatives because of their age. The Commission also alleged that Defendant failed to select Terryl Makinster and a class of similarly situated employees for the newly created position of Account Executive, and instead placed him and other qualified individuals into a Sales Associate position, because of their age. (The classes of allegedly-similarly situated individuals are referred to herein as "Potential Claimants"). Honeywell denies engaging in any activities violative of the ADEA or any other equal employment law. Specifically, Honeywell contends that all employment actions that are subject to this litigation were undertaken for legitimate, non-discriminatory reasons.

B. This Consent Decree is entered into by and between EEOC and Honeywell to resolve the issues raised in the Civil Action without the time, expense, and uncertainty of further contested litigation. Accordingly, they agree to settle the Civil Action through entry of this Consent Decree. This Consent Decree shall be final and binding upon EEOC and Honeywell (collectively, the "Parties"), and their successors or assigns.

C. EEOC and Honeywell do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve with prejudice all claims that were raised by EEOC in its Complaint in Civil Action No. 02-2721 (WGB) (the "Civil Action"), or which could have been raised by the EEOC in the Civil Action under the ADEA based on (1) the allegations set forth in Paragraph I.A., above, or (2) the allegations relating to any of the following charges: Charge No. 240980731 (McConnell); Charge No. 240980817 (Anglin); Charge No. 240980403 (Johns); Charge No. 350-98-2125 (Makinster); Charge No. 240972477 (Hopkins); Charge No. 240972473 (Hussey). All of the claims referred to in this Paragraph I.C. are hereafter referred to as the "Claims".

II. FINDINGS

Having examined the terms and provisions of this Consent Decree and based on the pleadings, record, and stipulations of the Parties, as well as the procedures set forth in Paragraphs

28-29 below, the Court finds that this Consent Decree constitutes an adequate, fair, reasonable, equitable and just resolution of this lawsuit and shall further the objectives of the ADEA.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the Parties and the subject matter of this action.

NON-DISCRIMINATION

2. This Consent Decree shall apply only to the United States operations of Honeywell's Consumer Products Group ("CPG") and Friction Materials ("FM") businesses (formerly operated as AlliedSignal Automotive Aftermarket or ASAA).

3. Honeywell shall not engage in any employment practice which constitutes unlawful discrimination under the ADEA. Specifically, Honeywell shall not lay off individuals based on age in violation of the ADEA, shall not select individuals for job positions based on age in violation of the ADEA, and shall not discriminate against any person, including, but not limited to, Brian Hussey, David Hopkins, David McConnell, David Johns, Randal Anglin, Terryl Makinster and individuals identified as claimants or potential claimants in this matter, in violation of 29 U.S.C. § 623(d).

4. Honeywell shall comply fully with all provisions of the ADEA. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Honeywell under the ADEA or EEOC's authority to process or litigate any charge of discrimination now pending or filed in the future against Honeywell, except to the extent that such charge or litigation includes the Claims resolved by this Consent Decree.

NON-ADMISSIONS

5. EEOC and Honeywell agree that this Consent Decree is voluntarily entered into by each of them, that it shall not constitute an adjudication or finding on the merits of the case, and shall not be construed as an admission by Honeywell that it violated the ADEA, any other equal employment law, or engaged in any other wrongdoing. Neither the agreement to enter into this Consent Decree nor anything in this Consent Decree or accomplished thereby shall be

construed to be, or shall be admissible in any proceeding as evidence of or an admission by Honeywell of any discrimination on the basis of age, or any violation of, failure to comply with, or interference or obstruction of compliance with the ADEA or any other equal employment law. Nor shall this Consent Decree be construed to be, nor shall it be admissible in any proceeding as evidence of a determination by this Court that Honeywell engaged in age discrimination or other wrongdoing.

MONETARY RELIEF

6. Individual relief will be provided to those Charging Parties and Eligible Claimants (defined below) who meet the following criteria:

(a) They were age forty or over at the time of the adverse employment action set forth in Paragraph 6(b) below; and

(b) (i) They were laid off from Allied Signal Automotive Aftermarket division as part of the elimination of the Business Development Manager position effective in February and March 1997, or (ii) their employment was terminated or they were placed in a Sales Associate position in the Allied Signal Automotive Aftermarket division, effective September 1, 1997, as a result of the restructuring of the Warehouse Distributor field sales force; and

(c) They have not filed a lawsuit alleging a violation of the ADEA, 29 U.S.C. §621; and

(d) They have not, effective as of the date of this Consent Decree, settled and released their federal ADEA claims against Honeywell.

7. The persons described in Paragraph 6 above are divided into two separate groups for purposes of this Consent Decree and the relief provided herein. These groups are "Charging Parties" and "Eligible Claimants" and are further defined as follows:

(a) "Charging Parties" are Brian Hussey, David Hopkins, David McConnell, David Johns, Randal Anglin, and Terryl Makinster.

(b) "Eligible Claimants" are the individuals listed on the attached Exhibit A, each of whom was placed in a Sales Associate position in the Allied Signal Automotive Aftermarket division, effective September 1, 1997, as a result of the restructuring of the Warehouse Distributor field sales force and none of whom filed a charge of discrimination with EEOC or a state agency alleging age discrimination relating to such placement.

8. Upon the terms and conditions set forth herein, Honeywell agrees to pay monetary relief under this Consent Decree in the aggregate gross sum valued at Two Million, One Hundred Fifty Thousand Dollars and Zero Cents ($2,150,000.00) ("Gross Settlement Amount"), which shall be allocated to the Charging Parties and Eligible Claimants in accordance with the provisions of this Consent Decree. The Gross Settlement Amount shall be paid out in cash payments ("Cash Payments"), attorney's fees ("Attorney's Fees"), and pension benefits from the applicable plan of Honeywell (the "Plan") covering the applicable Charging Parties ("Pension Benefits") as follows:

(a) $475,000.00 to Brian Hussey (comprised of a gross Cash Payment of $211,269.45, Attorney's Fees of $105,555.55, and Pension Benefits with a value of $158,175.00 as of the date this Consent Decree is entered as an Order of the Court);

(b) $375,000.00 to David Hopkins (comprised of a gross Cash Payment of $166,791.67, Attorney's Fees of $83,333.33, and Pension Benefits with a value of $124,875.00 as of the date this Consent Decree is entered as an Order of the Court);

(c) $275,000.00 to Randal Anglin (comprised of a gross Cash Payment of $122,313.89, Attorney's Fees of $61,111.11, and Pension Benefits with a value of $91,575.00 as of the date this Consent Decree is entered as an Order of the Court);

(d) $275,000.00 to David Johns (comprised of a gross Cash Payment of $122,313.89, Attorney's Fees of $61,111.11, and Pension Benefits with a value of $91,575.00 as of the date this Consent Decree is entered as an Order of the Court);

(e) $275,000.00 to Terryl Makinster (comprised of a gross Cash Payment of $275,000.00);

(f) $275,000.00 to David McConnell (comprised of a gross Cash Payment of $122,313.89, Attorney's Fees of $61,111.11, and Pension Benefits with a value of $91,575.00 as of the date this Consent Decree is entered as an Order of the Court); and

(g) a gross Cash Payment of $8,000.00 to each of the Eligible Claimants identified in Paragraph 7, above.

9. The Pension Benefits shall be immediately converted into an actuarially equivalent single life annuity commencing at each Charging Party's Normal Retirement Age (as defined under the Plan) using the applicable interest rate and applicable mortality table (the "Actuarial Assumptions") in effect under the Plan on the date this Consent Decree is entered as an Order of the Court (the "Pension Enhancement Annuity"). The Pension Enhancement Annuity shall be in addition to any other benefit payable with respect to the Charging Party under the Plan (the "Basic Benefit") and, except as otherwise provided in this Consent Decree, shall be payable in the same form and at the same time that the Charging Party's Basic Benefit shall be payable and shall be subject to the generally applicable terms and conditions of the Plan. If the Pension Enhancement Annuity is payable before a Charging Party's Normal Retirement, the amount of such monthly payment shall be reduced for early commencement using the Actuarial Assumptions in effect on the benefit commencement date. If a Charging Party has commenced Basic Benefits under the Plan as of the date that the Consent Decree is entered as an Order of the Court, such Charging Party's Pension Enhancement Annuity shall commence as soon as administratively possible following the date hereof in the same form as the Basic Benefit, subject to any spousal consent to such form of benefit as may be required by the terms of the Plan and applicable law. In the event a Charging Party who has not commenced Basic Benefits under the Plan dies, such Charging Party's Pension Enhancement Annuity shall be paid in the same form and time as the pre-retirement death benefit, if any, payable under the Plan with respect to the Basic Benefit (reduced if necessary for commencement prior to Normal Retirement Date using the Actuarial Assumptions in effect on the benefit commencement date).

10. EEOC, acting in its discretion, was responsible for the allocation of the Gross Settlement Amount among the Charging Parties and Eligible Claimants, and for the decision not to award any sum from the Gross Settlement Amount to any Potential Claimant that is not an Eligible Claimant, including but not limited to those Potential Claimants who previously released their ADEA claims against Honeywell. The sole exception is Randall Vukasin, whose individual case was consolidated with the Civil Action and was dismissed with prejudice by Stipulation and Order entered by the Court on April 22, 2004.

11. All of the Cash Payments set forth in Paragraph 8 will be subject to those deductions and withholdings required by law and, if a current employee, those deductions and withholdings authorized by the employee. Honeywell will issue a Form W-2 to each Charging Party and Eligible Claimant for the Cash Payments set forth in Paragraph 8. Honeywell shall be solely responsible for payment and remittance of the employer's share of all applicable Social Security and Medicare contributions, which shall not be deducted from the Cash Payments.

12. The checks for the Attorney's Fees for Charging Parties Brian Hussey, David Hopkins, David McConnell, David Johns and Randal Anglin will be made out to Kenneth Lauter, Esquire, and sent directly to Mr. Lauter at Haskin, Lauter & LaRue, 255 North Alabama Street, Indianapolis, Indiana 46204-2131, within thirty (30) business days of Honeywell's counsel's timely receipt of the executed General Release from Charging Parties Brian Hussey, David Hopkins, David McConnell, David Johns and Randal Anglin. Honeywell shall report the Attorney's Fees as income to the Internal Revenue Service in accordance with applicable law. Upon the entry of this Consent Decree as an Order of the Court, the "Attorney Lien" asserted by Haskin, Lauter & LaRue shall be discharged and dismissed with prejudice.

13. The Pension Benefits will be reported to the Internal Revenue Service and taxes withheld in the same manner as regular pension benefits as required by applicable law.

14. In order to obtain the Cash Payment and, if applicable, the Pension Benefit set forth in Paragraph 8, the Charging Party must execute a General Release in the form attached

hereto as Exhibit B, and the Eligible Claimant must execute a General Release in the form attached hereto as Exhibit C, each of which will be tailored for individual state law requirements applicable to general releases. Honeywell will pay $400.00, in addition to any monetary relief, for each Eligible Claimant to consult with a private attorney regarding the General Release. Honeywell will report this amount as income to the Internal Revenue Service. Each Charging Party or Eligible Claimant must execute the General Release and return it to counsel for Honeywell, as specified in the Release, within 45 days of his or her actual receipt of the Release, or within 48 days of its mailing to the Charging Party's legal representative, or the Charging Party's or Eligible Claimant's last-known address, whichever is earlier. Honeywell will mail to each Charging Party and Eligible Claimant a check for the Cash Payment set forth in Paragraph 8 above within thirty (30) business days of its counsel's timely receipt of the executed General Release from such Charging Party or Eligible Claimant.

15. If any Charging Party or Eligible Claimant fails to return a signed General Release to counsel for Honeywell within the applicable time period, he or she will not be entitled to the monetary relief set forth in Paragraph 8 above.

16. Honeywell shall promptly notify the EEOC in writing of any General Releases that are returned as undeliverable. If any General Releases are returned as undeliverable, Honeywell shall take, at its own expense, reasonable steps to determine the applicable Charging Party's or Eligible Claimant's most current address. If these reasonable steps yield an additional address, Honeywell shall again attempt to effectuate delivery of the General Release. If, after exhausting such reasonable steps, the General Release is still returned, Honeywell shall promptly notify the EEOC and provide a description of the steps taken to effectuate delivery.

17. If any Charging Party or Eligible Claimant has died or dies at any time before the issuance of or depositing or cashing of his or her check, the estate, personal representative, or heir(s) of that person shall, upon the Court's approval, receive the check that the deceased Charging Party or Eligible Claimant would otherwise have received.

18. In the event that any portion of the Cash Payments for any Eligible Claimant has not been distributed as required by this Decree after a period of one hundred eighty (180) days has elapsed from the date on which the General Release was first mailed, then such Eligible Claimant shall not be entitled to the Cash Payment and it will be donated instead to a charitable organization whose primary purpose is to benefit older workers either through retraining or in other employment-related matters.

19. Honeywell will mail a photocopy of the check sent to any Charging Party or Eligible Claimant to EEOC, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA. 19106-2515, within five days of the date of mailing of the check to such Charging Party or Eligible Claimant.

POSTING OF NOTICE

20. Within ten (10) business days after entry of this Consent Decree, Honeywell shall post same-sized copies of the Notice attached as Exhibit D to this Consent Decree on a bulletin board at the business headquarters of Honeywell's Consumer Products Group and Friction Materials that is usually used for communicating with CPG's and FM's employees. The Notice shall remain posted through June 1, 2006. Counsel for Honeywell shall provide a copy of the Notice, and an indication of the date and location of its posting, to EEOC's Philadelphia District Office, attention, Mary M. Tiernan, Senior Trial Attorney, within ten (10) days of the posting. Honeywell shall permit a representative of EEOC to enter any of Honeywell's premises that are required to post the Notice set forth herein for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Honeywell shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Honeywell agrees to immediately post a readable copy in the same manner as heretofore specified.

RECORD KEEPING

21. During the term of this Consent Decree, Honeywell shall maintain and make available for inspection and copying by EEOC documents that reflect:

(a) The name, job title, and age of each United States employee of CPG or FM who is 40 years of age and older and who is laid off or terminated for any reason; the name, job title, and age of each employee who was involved in the decision to terminate or lay off such employee; and the reason for the layoff or termination; and

(b) For any group reclassification or restructuring of job title(s), the name, job title, and age of each United States employee of CPG or FM who is 40 years of age and older whose job title, salary and/or duties were affected by such reclassification or restructuring; the name, job title, and age of each United States employee younger than 40 years of age whose job title, salary and/or duties were affected by such reclassification or restructuring; and the name, job title, and age of each employee who was involved in the employment decision.

22. Honeywell shall make all documents or records referred to in Paragraph 21(a)-(b), above, available for inspection and copying within ten (10) business days after EEOC so requests. In addition, Honeywell shall make available for interview all persons within its employ whom EEOC reasonably requests for purposes of verifying compliance with this Consent Decree. Such interviews shall be scheduled with due regard to the convenience of Honeywell and the individual to be interviewed. Each individual to be interviewed shall have a right to counsel, and Honeywell shall have a right to be present and to participate through its chosen representative(s) at any interview of an employee in a supervisory or management position. EEOC shall treat all documents or information obtained pursuant to this Consent Decree as confidential, shall use the documents and information solely for the purpose of monitoring and enforcing compliance with this Consent Decree and shall not disclose such documents and information outside of EEOC except to the extent required by law or a request of Congress.

23. Within 90 days of the expiration of this Consent Decree, EEOC shall return to

Honeywell or certify that it has destroyed all documents or information provided to EEOC by Honeywell pursuant to this Consent Decree.

24. Nothing contained in this Consent Decree shall be construed to limit any obligation Honeywell may otherwise have to maintain records under the ADEA or any other law or regulation.

REPORTING

25. No later than 30 days after the expiration of this Consent Decree, Honeywell shall report to EEOC that: (1) the Notice that is required to be posted by Paragraph 20 was posted as required and remained posted until June 1, 2006; and (2) the training required by Paragraph 26 was conducted as required.

TRAINING

26. Honeywell shall provide training on the requirements of the ADEA on the following terms:

(a) Honeywell will provide training to all United States supervisory and managerial employees of CPG and FM regarding the employee's rights and employer's legal obligations under the ADEA.

(b) In the event a U.S. supervisory and managerial employee is hired by CPG or FM during the term of this Consent Decree but after the date of the training required by Paragraph 26(a), Honeywell agrees to show a videotape of the required training as part of the new employee orientation. A registry of attendance at the training sessions, and of those who have viewed the training as part of new employee orientation, shall be retained by Honeywell for the duration of the Consent Decree.

(c) Honeywell shall complete the training sessions required in Paragraph 26(a) no later than 180 calendar days following the entry of this Consent Decree.

DISPUTE RESOLUTION

27. In the event that either Party to this Consent Decree believes that the other Party has failed to comply with any provision(s) of the Consent Decree, the complaining Party shall notify the other Party of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the alleged non-complying Party ten (10) business days to remedy the non-compliance or to satisfy the complaining Party that the alleged non-complying Party has complied. If the alleged non-complying Party has not remedied the alleged non-compliance or satisfied the complaining Party that it has complied within ten (10) business days, the complaining Party may apply to the Court for appropriate relief. There shall be no private right of enforcement in connection with Honeywell's obligations under the Consent Decree. Only EEOC and Honeywell, or their respective successors and assigns, may enforce compliance herewith.

FAIRNESS PROCEDURES

28. On April 15, 2004, Mary M. Tiernan, Esq., counsel for EEOC, sent a letter to the individuals listed on the attached Exhibit E, who are the Charging Parties, Eligible Claimants, and Potential Claimants, informing them of the monetary terms of this Consent Decree and asking that any objections to the settlement be received by the EEOC no later than April 30, 2004. The letter was varied based on the individual circumstances of the Charging Party, Eligible Claimant or Potential Claimant. A copy of each of the five versions is attached hereto as Exhibit F, and the list of individuals set forth in Exhibit E indicates which individual received which version of the letter. The EEOC will retain copies of the individual letters actually sent to each of the individuals listed on Exhibit E for the duration of this Consent Decree.

29. The Court scheduled a fairness hearing to consider any timely objections received by the EEOC from the Charging Parties, Eligible Claimants, and Potential Claimants. All such objections were filed with the Court. The Court held a fairness hearing and all Charging Parties, Eligible Claimants, and Potential Claimants who filed a timely objection were provided notice of

the hearing and an opportunity to be heard at the hearing. After considering the information and arguments provided by the parties to this Consent Decree and any Charging Parties, Eligible Claimants, and Potential Claimants who filed a timely objection, the Court finds that this Consent Decree is fair as written, and denies all objections thereto.

MISCELLANEOUS PROVISIONS

30. This Consent Decree shall fully and finally resolve with prejudice all claims that were raised by the EEOC in its Complaint in Civil Action No. 02-CV-2721, and all of the Claims as defined above. EEOC shall not bring any suit under the ADEA against Honeywell on behalf of itself or any individuals based on the allegations in the Civil Action and/or the allegations relating to the Claims.

31. Each Party to this Consent Decree shall bear its own expenses, costs and attorneys' fees incurred in this litigation, and in the performance of this Consent Decree, except as specifically provided by this Consent Decree.

32. If the Court disapproves any material provision of this Consent Decree, the entire Consent Decree shall be null and void and the Parties shall not be bound by this Consent Decree in any way. Any provision relating to the amount of monetary relief shall be deemed to be a material provision. In that event, the Consent Decree and the underlying negotiations shall not be admissible in any proceeding for any purpose. The Parties shall be free to negotiate any other settlement or proceed with litigation.

33. This Consent Decree shall continue in effect until June 1, 2006. Any application by any Party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other Party.

34. If this Consent Decree requires any submission by Honeywell to EEOC, it shall be sent by facsimile and U.S. Mail, or other method that ensures prompt actual receipt, to: Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515; Facsimile No. (215) 440-2848.

35. If this Consent Decree requires any submission by EEOC to Honeywell, it shall be sent by facsimile and U.S. Mail, or other method that ensures prompt actual receipt, to: Mark S. Dichter, Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, PA 19103-2921; Facsimile No. (877) 432-9652.

36. The parties agree, and the Court directs, that the Civil Action is hereby dismissed with prejudice. The Court, however, shall retain jurisdiction over the Parties and this Consent Decree during the term of this Consent Decree for purposes of compliance with this Decree, including issuing such orders as may be required to effectuate its purposes.

37. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

Eric Dreiband
General Counsel

James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, NW
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Judith A. O'Boyle
Supervisory Trial Attorney

Mary M. Tiernan
Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
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Philadelphia, PA 19106
(215) 440-2828

IT IS SO ORDERED.

BY THE COURT:

DATE: Sept. 28, 2004

WILLIAM G. BASSLER
UNITED STATES DISTRICT JUDGE

EXHIBIT A

Eligible Claimants:

Juan Ahumada
William B. Bressler
Paul A. Cordisco
John E. Cresmer
Royce E. Daniels
Peter DiFanti
James J. Dunning
Carlene P. Fassler
Thomas A. Flaherty
Larry H. Frank
John F. Freeman
Lawrence J. Hanudel
Donald D. Head
James J. Hein
Robert C. Hooper
Roy B. Mallory
Michael J. Matricciano
Louis E. McKay Jr.
Stanley O. Parkinson
Steven Proulx
Michael L. Putnam
John W. Rhoads
Mitchell Schinault
James B. Stafford
Stephanie L. Wilson

EXHIBIT B

GENERAL RELEASE

Pursuant to the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission ("EEOC") and Honeywell International Inc. ("Honeywell") in the case of EEOC v. Honeywell International Inc., Civil Action No. 02-2721 (WGB) (D.N.J.) (the "Civil Action"), I, **[INSERT NAME]**, hereby agree as follows:

1. Pursuant to the terms of the Consent Decree referenced above, in consideration for, among other things, the promises and mutual covenants contained in this General Release, and conditioned upon my execution and return of this General Release to counsel for Honeywell within the time period set forth below, Honeywell agrees as follows:

a. To pay within thirty (30) days of its timely receipt of this executed General Release, the gross sum of $________, less those deductions and withholdings required by law **[and those deductions and withholdings authorized by the employee]** (the "Cash Payment"). Honeywell will issue a Form W-2 reflecting the Cash Payment. Honeywell shall be solely responsible for payment and remittance of the employer's share of all applicable Social Security and Medicare contributions, which shall not be deducted from the Cash Payment.

[b.(For Charging Parties Hussey, Hopkins, Johns, McConnell and Anglin) To pay within thirty (30) business days of its timely receipt of this executed General Release, the gross sum of $__________ to Kenneth Lauter, Esquire at Haskin, Lauter & LaRue, 255 North Alabama Street, Indianapolis, Indiana 46204-2131 (the "Attorney's Fees"). Honeywell shall report the Attorney's Fees as income to the Internal Revenue Service in accordance with applicable law.]

[c. To provide enhanced pension benefits from the applicable plan of Honeywell (the "Plan") with a value of $__________ as of the date the Court enters the Consent Decree as an Order of the Court, in accordance with the terms set forth herein (the "Pension Benefit"). The Pension Benefit shall be immediately converted into an actuarially equivalent single life annuity commencing at your Normal Retirement Age (as defined under the Plan) using the applicable interest rate and applicable mortality table (the "Actuarial Assumptions") in effect under the Plan on the date this Consent Decree is entered as an Order of the Court (the "Pension Enhancement Annuity"). The Pension Enhancement Annuity shall be in addition to any other benefit payable to you under the Plan (the "Basic Benefit") and, except as otherwise provided in the Consent Decree, shall be payable in the same form and at the same time as your Basic Benefit shall be payable and shall be subject to the generally applicable terms and conditions of the Plan. If the Pension Enhancement Annuity is payable before your Normal Retirement, the amount of such monthly payment shall be reduced for early commencement using the Actuarial Assumptions in effect on the benefit commencement date. The Pension Benefits will be reported to the Internal Revenue Service as taxable income and taxes withheld as payments are made to you as required by applicable law. In the event that you die before you have commenced Basic Benefits under the Plan, your Pension Enhancement Annuity shall be paid in the same form and time as the pre-retirement death benefit, if any, payable under the Plan with respect to the Basic Benefit (reduced if necessary for commencement prior to Normal Retirement Date using the Actuarial Assumptions in effect on the benefit commencement date).

[For those Charging Parties who have commenced Basic Benefits under the Plan as of the date hereof: The Pension Enhancement Annuity shall commence as soon as administratively possible following the date that the Consent Decree is entered as an Order of the Court in the same form as the Basic Benefit, subject to any spousal consent to such form of benefit as may be required by the terms of the Plan and applicable law.]

2. I, on behalf of myself, my heirs, executors, administrators, and/or assigns, do hereby **RELEASE AND FOREVER DISCHARGE** Honeywell International Inc., together with its parents and subsidiaries, and affiliated, predecessor and successor corporations and business entities, past, present and future (including but not limited to AlliedSignal Inc. and its former unincorporated division, AlliedSignal Automotive Aftermarket, and Honeywell's current unincorporated divisions, Consumer Products Group and Friction Materials), and its and their agents, directors, officers, employees, executives, shareholders, representatives, insurers and reinsurers, and attorneys, past, present and future (collectively, the "Releasees"), of and from any and all causes of action, suits, debts, complaints, claims and demands whatsoever in law or in equity, whether known or unknown, which I, or my heirs, executors, administrators, and assigns, ever had or now has against each or any of the Releasees, from the beginning of time to the date of execution of this Agreement including, without limitation, any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., Section 1981 of the Civil Rights Act of 1870, 42 U.S.C. § 1981 et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., the **[insert applicable state law statutes]** and any and all other federal, state or local statutory or common law claims, now or hereafter recognized, including but not limited to, any claims for economic loss, compensatory damages, punitive damages, liquidated damages, attorneys' fees, expenses and costs. I further waive the right to take discovery hereafter into any matters occurring prior to the execution date of this General Release.

3. Neither the Consent Decree nor this General Release shall constitute an adjudication or finding on the merits of the case, and shall not be construed as an admission by Honeywell that it violated the ADEA, any other equal employment law, or engaged in any other wrongdoing. Neither the agreement to enter into the Consent Decree nor this General Release, nor anything contained therein, or accomplished thereby, shall be construed to be, or shall be admissible in any proceeding as, evidence of or an admission by Honeywell of any discrimination on the basis of age, or any violation of, failure to comply with, or interference or obstruction of compliance with the ADEA or any other equal employment law. Nor shall the Consent Decree nor this General Release be construed to be, nor shall they be admissible in any proceeding as, evidence of a determination by this Court that Honeywell engaged in age discrimination or other wrongdoing.

4. This General Release constitutes the entire agreement between Honeywell and me with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to the subject matter hereof. I acknowledge that neither Honeywell, the Releasees nor their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, other than the express written representations herein. I agree that this General Release may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement signed by both Honeywell and me.

5. I hereby certify and acknowledge that:

a. I have read the terms of this General Release including the fact that I have agreed to RELEASE AND FOREVER DISCHARGE the Releasees from any claims or causes of action arising through the date of this General Release, including but not limited to any claims arising out of my employment relationship with Releasees, the terms and conditions of that employment relationship, and the termination of that employment relationship (if applicable);

b. I have signed this General Release voluntarily and knowingly in exchange for the consideration described herein, which I acknowledge is adequate and satisfactory;

c. Honeywell has advised me, through this document, to consult with an attorney concerning the terms of this General Release prior to signing this General Release;

d. I understand that I must execute and return this General Release to counsel for Honeywell, c/o Thomas A. Linthorst, Esquire, Morgan, Lewis & Bockius LLP, 502 Carnegie Center, Princeton, New Jersey 08540, for its receipt within 45 days from the date I actually received this General Release, or 48 days from the date it was mailed to me, whichever is earlier, which I agree is a reasonable period of time, and I have signed on the date indicated below after concluding that this General Release is satisfactory;

e. this General Release complies with the provisions of the Older Workers Benefit Protection Act, and I have no right to revoke this General Release after signing it.

IN WITNESS WHEREOF, and intending to be legally bound, I hereby execute this General Release.

Date:_______________ _______________________________

[NAME]

EXHIBIT C

GENERAL RELEASE

Pursuant to the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission ("EEOC") and Honeywell International Inc. ("Honeywell") in the case of EEOC v. Honeywell International Inc., Civil Action No. 02-2721 (WGB) (D.N.J.) (the "Civil Action"), I, **[INSERT NAME]**, hereby agree as follows:

1. Pursuant to the terms of the Consent Decree referenced above, in consideration for, among other things, the promises and mutual covenants contained in this General Release, and conditioned upon my execution and return of this General Release to counsel for Honeywell within the time period set forth below, Honeywell agrees as follows:

a. To pay within thirty (30) days of its timely receipt of this executed General Release, the gross sum of $________, less those deductions and withholdings required by law **[and those deductions and withholdings authorized by the employee]** (the "Cash Payment"). Honeywell will issue a Form W-2 reflecting the Cash Payment. Honeywell shall be solely responsible for payment and remittance of the employer's share of all applicable Social Security and Medicare contributions, which shall not be deducted from the Cash Payment.

2. I, on behalf of myself, my heirs, executors, administrators, and/or assigns, do hereby **RELEASE AND FOREVER DISCHARGE** Honeywell International Inc., together with its parents and subsidiaries, and affiliated, predecessor and successor corporations and business entities, past, present and future (including but not limited to AlliedSignal Inc. and its former unincorporated division, AlliedSignal Automotive Aftermarket, and Honeywell's current unincorporated divisions, Consumer Products Group and Friction Materials), and its and their agents, directors, officers, employees, executives, shareholders, representatives, insurers and reinsurers, and attorneys, past, present and future (collectively, the "Releasees"), of and from any and all causes of action, suits, debts, complaints, claims and demands whatsoever in law or in equity, whether known or unknown, which I, or my heirs, executors, administrators, and assigns, ever had or now has against each or any of the Releasees, from the beginning of time to the date of execution of this Agreement arising from or relating to my employment with Honeywell International Inc. or any of the Releasees, or the termination of such employment, including, without limitation, any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., Section 1981 of the Civil Rights Act of 1870, 42 U.S.C. § 1981 et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., the **[insert applicable state law statutes]** and any and all other federal, state or local statutory or common law claims, now or hereafter recognized, including but not limited to, any claims for economic loss, compensatory damages, punitive damages, liquidated damages, attorneys' fees, expenses and costs. I further waive the right to take discovery hereafter into any matters occurring prior to the execution date of this General Release.

3. Neither the Consent Decree nor this General Release shall constitute an adjudication or finding on the merits of the case, and shall not be construed as an admission by Honeywell that it violated the ADEA, any other equal employment law, or engaged in any other wrongdoing. Neither the agreement to enter into the Consent Decree nor this General Release, nor anything contained therein, or accomplished thereby, shall be construed to be, or shall be admissible in any proceeding as, evidence of or an admission by Honeywell of any

discrimination on the basis of age, or any violation of, failure to comply with, or interference or obstruction of compliance with the ADEA or any other equal employment law. Nor shall the Consent Decree nor this General Release be construed to be, nor shall they be admissible in any proceeding as, evidence of a determination by this Court that Honeywell engaged in age discrimination or other wrongdoing.

4. This General Release constitutes the entire agreement between Honeywell and me with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to the subject matter hereof. I acknowledge that neither Honeywell, the Releasees nor their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, other than the express written representations herein. I agree that this General Release may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement signed by both Honeywell and me.

5. I hereby certify and acknowledge that:

a. I have read the terms of this General Release including the fact that I have agreed to RELEASE AND FOREVER DISCHARGE the Releasees from any claims or causes of action arising through the date of this General Release, including but not limited to any claims arising out of my employment relationship with Releasees, the terms and conditions of that employment relationship, and the termination of that employment relationship (if applicable);

b. I have signed this General Release voluntarily and knowingly in exchange for the consideration described herein, which I acknowledge is adequate and satisfactory;

c. Honeywell has advised me, through this document, to consult with an attorney concerning the terms of this General Release prior to signing this General Release;

d. I understand that I must execute and return this General Release to counsel for Honeywell, c/o Thomas A. Linthorst, Esquire, Morgan, Lewis & Bockius LLP, 502 Carnegie Center, Princeton, New Jersey 08540, for its <u>receipt</u> within 45 days from the date I actually received this General Release, or 48 days from the date it was mailed to me, whichever is earlier, which I agree is a reasonable period of time, and I have signed on the date indicated below after concluding that this General Release is satisfactory;

e. this General Release complies with the provisions of the Older Workers Benefit Protection Act, and I have no right to revoke this General Release after signing it.

IN WITNESS WHEREOF, and intending to be legally bound, I hereby execute this General Release.

Date: ______________

____
[NAME]

EXHIBIT D

NOTICE TO ALL EMPLOYEES OF CONSUMER PRODUCTS GROUP AND FRICTION MATERIALS

The Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq. (the "ADEA") prohibits discrimination against employees and applicants for employment age 40 or older based upon age. The ADEA further prohibits retaliation against employees or applicants who avail themselves of the rights under the ADEA by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in an EEOC investigation. EEOC is the federal agency which investigates charges of unlawful employment discrimination. EEOC has the authority to bring lawsuits in federal court to enforce the ADEA.

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Honeywell International, Inc., formerly known as AlliedSignal Inc., Automotive Aftermarket, Civil Action Number 02-2721 (D.N.J.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Honeywell International Inc., formerly known as AlliedSignal Inc. ("Honeywell"), relating to a reorganization in 1997 in the business formerly known as AlliedSignal Automotive Aftermarket. To resolve the case without the expense and uncertainty of protracted litigation, Honeywell and the EEOC have entered in to a Consent Decree, which provides, among other things, for monetary relief and the posting of this notice. The Court has not made any finding that Honeywell violated the ADEA and the Consent Decree does not constitute such a finding, nor is it an admission by Honeywell that it violated the ADEA or any other equal employment law.

Honeywell fully supports and will comply with the ADEA in all respects. Honeywell will not engage in any employment practice which operates to deny equal employment opportunity in violation of the ADEA. Furthermore, in accordance with the ADEA, Honeywell will not take any action against any employee or applicant for employment because he or she has exercised any right under the ADEA, including the filing of a charge of discrimination.

If you believe you have been discriminated against, you may contact the Company's Human Resources Department at **[insert appropriate number for CPG or FM]**, your manager, or the EEOC at (973) 645-6383. EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted until June 1, 2006 and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.

____________________	____________________
U.S. Equal Employment Opportunity Commission	Honeywell
DATED: ____________________	DATED: ____________________

EXHIBIT E

Version 1

1. Aniceto Abascal
2. Donald Archer
3. Michael Baez
4. Philip Baracco
5. Donald Belasquez
6. William Bodnarchuk
7. Geoffrey Browne
8. Brian Capps
9. Thomas Cappucio
10. Michael Flake
11. Paul Haefner
12. Jeff Hamel
13. Gary Helms
14. Robert McCoy
15. Travis McFarlin
16. Oscar Mendez
17. Gary Nekota
18. Jamie Parra
19. John Raleigh
20. Charles T. Redd
21. Edwin Sorman
22. Susanne Sweatt
23. Stanley Tanaka
24. Owen Thomasson
25. Nancy Thompson
26. Thomas Traverna
27. Robert Wollenzein
28. Russell Wong

Version 2

1. Juan Ahumada
2. William Bressler
3. Paul Cordisco
4. John Cresmer
5. Royce Daniels
6. Peter DiFianti
7. James Dunning
8. Thomas Flaherty
9. Carlene Fassler
10. Larry Frank
11. John Freeman
12. Larry Hanudel
13. Donald Head
14. James Hein
15. Robert Hooper
16. Roy Mallory
17. Michael Matricciano
18. Louis McKay, Jr.

19. Stanley Parkinson
20. Steven Proulx
21. Michael Putnam
22. John Rhoads
23. Mitchell Schinault
24. James Stafford
25. Stephanie Wilson

Version 3

1. Robert Dufalo
2. Bettie Humphrey
3. Thomas Mantor
4. Stephen Marble
5. Stephen Wilson

Version 4

1. Dinyean Adger
2. Charlotte Roemer
3. Kenneth Sawica
4. Robert Thompson
5. Charles Wilson
6. Richard Webster

Version 5

1. Glenn Carlson
2. Robert Horvath
3. George June

EXHIBIT F

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
Legal Unit

21 S. Fifth Street, Suite 400
Philadelphia, PA 19106-2515
(215) 440-2828
TTY: (215)440-2610
FAX: (215) 440-2848

April 15, 2004

Robert Dufalo
9613 219th Street CT East
Graham, WA 98338

Re: EEOC v. Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket
Civil Action Number 02-2721 (WGB)

Dear Mr. Dufalo:

The Equal Employment Opportunity Commission ("EEOC") is a federal agency which has the power, among other things, to bring lawsuits to challenge employment practices pursuant to the Age Discrimination in Employment Act of 1967 (the "ADEA"). On June 6, 2002, the EEOC filed the above-captioned lawsuit against Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket ("Honeywell") alleging violations of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, (the "ADEA"). In the lawsuit, the EEOC alleged that Honeywell terminated a class of managers in 1997 on the basis of age in violation of the Age Discrimination in Employment Act of 1967 (the "ADEA"). The EEOC also claimed that in 1997, Defendant terminated a class of sales representatives because of their age in violation of the ADEA. The EEOC further alleged that in 1997, Defendant failed to select a class of sales representatives for the newly created position of Account Executive based on their age, and instead placed them into the newly created Sales Associate position, which had a lower salary than the Account Executive position. You had been identified by the EEOC as a potential claimant in the lawsuit. When the EEOC files a lawsuit under the ADEA on behalf of an individual (or class of individuals), it extinguishes the individual's private right to sue.

This letter is to advise you that prior to a trial in this matter, the EEOC and Honeywell agreed to enter into a Consent Decree in order to resolve the issues raised in the Civil Action without the time, expense, and uncertainty of further contested litigation. Honeywell denies violating the ADEA or engaging in any wrongdoing. The Court has not made any finding that Honeywell violated the ADEA or engaged in any wrongdoing, and the Consent Decree does not constitute any such finding. After months of negotiations, the EEOC and Honeywell arrived at a settlement in principle during a settlement conference with the assigned Magistrate Judge on December 16, 2003. As part of the settlement in principle, Honeywell agreed to pay a gross total of $2,150,000.00. Of that total amount, $1,950,000.00, less applicable taxes, will be paid to the six individuals who filed timely charges of discrimination with the EEOC. These Charging Parties are: Brian Hussey, David Hopkins, David McConnell, David Johns, Randal Anglin, and Terry Makinster. In addition, a total of $200,000.00 will be paid to the Eligible Claimants identified in the attached Exhibit A. Each Eligible Claimant will receive $8,000.00. **If your name is listed on the attached Exhibit A, then you will receive $8,000.00, less applicable taxes, in monetary relief under the proposed Consent Decree.** In order to obtain the monetary relief, each Charging Party and Eligible Claimant will have to sign a release. The EEOC and Honeywell are negotiating the remaining terms of the proposed Consent Decree.

If your name is not listed on the attached Exhibit A, then you are not an Eligible Claimant and you are not receiving any monetary relief under the proposed Consent Decree. You will not receive any monetary relief under the proposed Consent Decree because you previously signed a release waiving any ADEA claims against Honeywell. Some other individuals also will not receive any monetary relief under the proposed Consent Decree because they previously signed releases waiving any ADEA claims against Honeywell. Some sales representatives who were placed in the Sales Associate position after the restructuring of the Warehouse Distributor field sales force effective September 1, 1997, are not receiving any monetary relief because they only applied for the Sales Associate position and did not apply for the Account Executive position during the reassessment process. Some individuals who had been identified as potential claimants are not receiving any monetary relief as part of this settlement because they were placed into the Account Executive position soon after the restructuring of the Warehouse Distributor field sales force. Some individuals are not receiving monetary relief because the EEOC determined they were not eligible claimants.

If you have any questions, please contact me at (215) 440-2686. My mailing address is: Mary M. Tiernan, Senior Trial Attorney, EEOC, The Bourse, 21 S. 5th Street, Suite 400, Philadelphia, PA 19106. If you have any comments or objections to the proposed Consent Decree, please contact me by no later than April 30, 2004. I must receive in writing any comments or objections to the proposed Consent Decree by no later than April 30, 2004.

Thank you for your attention to this matter.

Sincerely,

Mary M. Tiernan
Senior Trial Attorney

Enc.

cc: Thomas Linthorst, Esquire
Attorneys for Defendant

EXHIBIT A

Eligible Claimants:

Juan Ahumada
William B. Bressler
Paul A. Cordisco
John E. Cresmer
Royce E. Daniels
Peter DiFanti
James J. Dunning
Carlene P. Fassler
Thomas A. Flaherty
Larry H. Frank
John F. Freeman
Lawrence J. Hanudel
Donald D. Head
James J. Hein
Robert C. Hooper
Roy B. Mallory
Michael J. Matricciano
Louis E. McKay Jr.
Stanley O. Parkinson
Steven Proulx
Michael L. Putnam
John W. Rhoads
Mitchell Schinault
James B. Stafford
Stephanie L. Wilson

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
Legal Unit

21 S. Fifth Street, Suite 400
Philadelphia, PA 19106-2515
(215) 440-2828
TTY: (215)440-2610
FAX: (215) 440-2848

April 15, 2004

Dinyean Adger
8659 Pinto St.
Hollis, NY 11423-1245

Re: EEOC v. Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket
Civil Action Number 02-2721 (WGB)

Dear Ms. Adger:

The Equal Employment Opportunity Commission ("EEOC") is a federal agency which has the power, among other things, to bring lawsuits to challenge employment practices pursuant to the Age Discrimination in Employment Act of 1967 (the "ADEA"). On June 6, 2002, the EEOC filed the above-captioned lawsuit against Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket ("Honeywell") alleging violations of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, (the "ADEA"). In the lawsuit, the EEOC alleged that Honeywell terminated a class of managers in 1997 on the basis of age in violation of the Age Discrimination in Employment Act of 1967 (the "ADEA"). The EEOC also claimed that in 1997, Defendant terminated a class of sales representatives because of their age in violation of the ADEA. The EEOC further alleged that in 1997, Defendant failed to select a class of sales representatives for the newly created position of Account Executive based on their age, and instead placed them into the newly created Sales Associate position, which had a lower salary than the Account Executive position. You had been identified by the EEOC as a potential claimant in the lawsuit. When the EEOC files a lawsuit under the ADEA on behalf of an individual (or class of individuals), it extinguishes the individual's private right to sue.

This letter is to advise you that prior to a trial in this matter, the EEOC and Honeywell agreed to enter into a Consent Decree in order to resolve the issues raised in the Civil Action without the time, expense, and uncertainty of further contested litigation. Honeywell denies violating the ADEA or engaging in any wrongdoing. The Court has not made any finding that Honeywell violated the ADEA or engaged in any wrongdoing, and the Consent Decree does not constitute any such finding. After months of negotiations, the EEOC and Honeywell arrived at a settlement in principle during a settlement conference with the assigned Magistrate Judge on December 16, 2003. As part of the settlement in principle, Honeywell agreed to pay a gross total of $2,150,000.00. Of that total amount, $1,950,000.00, less applicable taxes, will be paid to the six individuals who filed timely charges of discrimination with the EEOC. These Charging Parties are: Brian Hussey, David Hopkins, David McConnell, David Johns, Randal Anglin, and Terry Makinster. In addition, a total of $200,000.00 will be paid to the Eligible Claimants identified in the attached Exhibit A. Each Eligible Claimant will receive $8,000.00. **If your name is listed on the attached Exhibit A, then you will receive $8,000.00, less applicable taxes, in monetary relief under the proposed Consent Decree.** In order to obtain the monetary relief, each Charging Party and Eligible Claimant will have to sign a release. The EEOC and Honeywell are negotiating the remaining terms of the proposed Consent Decree.

If your name is not listed on the attached Exhibit A, then you are not an Eligible Claimant and you are not receiving any monetary relief under the proposed Consent Decree. Some individuals will not receive any monetary relief under the proposed Consent Decree because they previously signed releases waiving any ADEA claims against Honeywell. Some sales representatives who were placed in the Sales Associate position after the restructuring of the Warehouse Distributor field sales force effective September 1, 1997, are not receiving any monetary relief because they only applied for the Sales Associate position and did not apply for the Account Executive position during the reassessment process. Some individuals who had been identified as potential claimants are not receiving any monetary relief as part of this settlement because they were placed into the Account Executive position soon after the restructuring of the Warehouse Distributor field sales force. Some individuals are not receiving monetary relief because the EEOC determined they were not eligible claimants.

If you have any questions, please contact me at (215) 440-2686. My mailing address is: Mary M. Tiernan, Senior Trial Attorney, EEOC, The Bourse, 21 S. 5th Street, Suite 400, Philadelphia, PA 19106. If you have any comments or objections to the proposed Consent Decree, please contact me by no later than April 30, 2004. I must receive in writing any comments or objections to the proposed Consent Decree by no later than April 30, 2004.

Thank you for your attention to this matter.

Sincerely,

Mary M. Tiernan
Senior Trial Attorney

Enc.

cc: Thomas Linthorst, Esquire
Attorneys for Defendant

EXHIBIT A

Eligible Claimants:

Juan Ahumada
William B. Bressler
Paul A. Cordisco
John E. Cresmer
Royce E. Daniels
Peter DiFanti
James J. Dunning
Carlene P. Fassler
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FAX: (215) 440-2848

April 15, 2004

Aniceto Abascal
11319 SW 73 Lane
Miami, FL 3173

Re: EEOC v. Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket
Civil Action Number 02-2721 (WGB)

Dear Mr. Abascal:

The Equal Employment Opportunity Commission ("EEOC") is a federal agency which has the power, among other things, to bring lawsuits to challenge employment practices pursuant to the Age Discrimination in Employment Act of 1967 (the "ADEA"). On June 6, 2002, the EEOC filed the above-captioned lawsuit against Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket ("Honeywell") alleging violations of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, (the "ADEA"). In the lawsuit, the EEOC alleged that Honeywell terminated a class of managers in 1997 on the basis of age in violation of the Age Discrimination in Employment Act of 1967 (the "ADEA"). The EEOC also claimed that in 1997, Defendant terminated a class of sales representatives because of their age in violation of the ADEA. The EEOC further alleged that in 1997, Defendant failed to select a class of sales representatives for the newly created position of Account Executive based on their age, and instead placed them into the newly created Sales Associate position, which had a lower salary than the Account Executive position. You had been identified by the EEOC as a potential claimant in the lawsuit. When the EEOC files a lawsuit under the ADEA on behalf of an individual (or class of individuals), it extinguishes the individual's private right to sue.

This letter is to advise you that prior to a trial in this matter, the EEOC and Honeywell agreed to enter into a Consent Decree in order to resolve the issues raised in the Civil Action without the time, expense, and uncertainty of further contested litigation. Honeywell denies violating the ADEA or engaging in any wrongdoing. The Court has not made any finding that Honeywell violated the ADEA or engaged in any wrongdoing, and the Consent Decree does not constitute any such finding. After months of negotiations, the EEOC and Honeywell arrived at a settlement in principle during a settlement conference with the assigned Magistrate Judge on December 16, 2003. As part of the settlement in principle, Honeywell agreed to pay a gross total of $2,150,000.00. Of that total amount, $1,950,000.00, less applicable taxes, will be paid to the six individuals who filed timely charges of discrimination with the EEOC. These Charging Parties are: Brian Hussey, David Hopkins, David McConnell, David Johns, Randal Anglin, and Terry Makinster. In addition, a total of $200,000.00 will be paid to the Eligible Claimants identified in the attached Exhibit A. Each Eligible Claimant will receive $8,000.00. **If your name is listed on the attached Exhibit A, then you will receive $8,000.00, less applicable taxes, in monetary relief under the proposed Consent Decree.** In order to obtain the monetary relief, each Charging Party and Eligible Claimant will have to sign a release. The EEOC and Honeywell are negotiating the remaining terms of the proposed Consent Decree.

If your name is not listed on the attached Exhibit A, then you are not an Eligible Claimant and you are not receiving any monetary relief under the proposed Consent Decree. You are not receiving any monetary relief because you applied only for the position of Sales Associate during the reassessment process, and you in fact received the position for which you applied. Some other sales representatives who were placed in the Sales Associate position after the restructuring of the Warehouse Distributor field sales force effective September 1, 1997, are not receiving any monetary relief because they too only applied for the Sales Associate position and did not apply for the Account Executive position during the reassessment process. Some individuals will not receive any monetary relief under the proposed Consent Decree because they previously signed releases waiving any ADEA claims against Honeywell. Some individuals who had been identified as potential claimants are not receiving any monetary relief as part of this settlement because they were placed into the Account Executive position soon after the restructuring of the Warehouse Distributor field sales force. Some individuals are not receiving monetary relief because the EEOC determined they were not eligible claimants.

If you have any questions, please contact me at (215) 440-2686. My mailing address is: Mary M. Tiernan, Senior Trial Attorney, EEOC, The Bourse, 21 S. 5th Street, Suite 400, Philadelphia, PA 19106. If you have any comments or objections to the proposed Consent Decree, please contact me by no later than April 30, 2004. I must receive in writing any comments or objections to the proposed Consent Decree by no later than April 30, 2004.

Thank you for your attention to this matter.

Sincerely,

Mary M. Tiernan

Mary M. Tiernan
Senior Trial Attorney

Enc.

cc: Thomas Linthorst, Esquire
Attorneys for Defendant

EXHIBIT A

Eligible Claimants:

Juan Ahumada
William B. Bressler
Paul A. Cordisco
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Royce E. Daniels
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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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(215) 440-2828
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FAX: (215) 440-2848

April 15, 2004

Juan Ahumada
16718 Burning Glade
San Antonio, TX 78247

Re: EEOC v. Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket
Civil Action Number 02-2721 (WGB)

Dear Mr. Ahumada:

The Equal Employment Opportunity Commission ("EEOC") is a federal agency which has the power, among other things, to bring lawsuits to challenge employment practices pursuant to the Age Discrimination in Employment Act of 1967 (the "ADEA"). On June 6, 2002, the EEOC filed the above-captioned lawsuit against Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket ("Honeywell") alleging violations of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, (the "ADEA"). In the lawsuit, the EEOC alleged that Honeywell terminated a class of managers in 1997 on the basis of age in violation of the Age Discrimination in Employment Act of 1967 (the "ADEA"). The EEOC also claimed that in 1997, Defendant terminated a class of sales representatives because of their age in violation of the ADEA. The EEOC further alleged that in 1997, Defendant failed to select a class of sales representatives for the newly created position of Account Executive based on their age, and instead placed them into the newly created Sales Associate position, which had a lower salary than the Account Executive position. You had been identified by the EEOC as a potential claimant in the lawsuit. When the EEOC files a lawsuit under the ADEA on behalf of an individual (or class of individuals), it extinguishes the individual's private right to sue.

This letter is to advise you that prior to a trial in this matter, the EEOC and Honeywell agreed to enter into a Consent Decree in order to resolve the issues raised in the Civil Action without the time, expense, and uncertainty of further contested litigation. Honeywell denies violating the ADEA or engaging in any wrongdoing. The Court has not made any finding that Honeywell violated the ADEA or engaged in any wrongdoing, and the Consent Decree does not constitute any such finding. After months of negotiations, the EEOC and Honeywell arrived at a settlement in principle during a settlement conference with the assigned Magistrate Judge on December 16, 2003. As part of the settlement in principle, Honeywell agreed to pay a gross total of $2,150,000.00. Of that total amount, $1,950,000.00, less applicable taxes, will be paid to the six individuals who filed timely charges of discrimination with the EEOC. These Charging Parties are: Brian Hussey, David Hopkins, David McConnell, David Johns, Randal Anglin, and Terry Makinster. In addition, a total of $200,000.00 will be paid to the Eligible Claimants identified in the attached Exhibit A. Each Eligible Claimant will receive $8,000.00. **If your name is listed on the attached Exhibit A, then you will receive $8,000.00, less applicable taxes, in monetary relief under the proposed Consent** Decree. In order to obtain the monetary relief, each Charging Party and Eligible Claimant will have to sign a release. The EEOC and Honeywell are negotiating the remaining terms of the proposed Consent Decree.

If your name is not listed on the attached Exhibit A, then you are not an Eligible Claimant and you are not receiving any monetary relief under the proposed Consent Decree. You are not receiving any monetary relief you were placed into an Account Executive position soon after the restructuring. Some individuals who had been identified as potential claimants also are not receiving any monetary relief as part of this settlement because they too were placed into the Account Executive position soon after the restructuring of the Warehouse Distributor field sales force. Some individuals will not receive any monetary relief under the proposed Consent Decree because they previously signed releases waiving any ADEA claims against Honeywell. Some sales representatives who were placed in the Sales Associate position after the restructuring of the Warehouse Distributor field sales force effective September 1, 1997, are not receiving any monetary relief because they only applied for the Sales Associate position and did not apply for the Account Executive position during the reassessment process. Some individuals are not receiving monetary relief because the EEOC determined they were not eligible claimants.

If you have any questions, please contact me at (215) 440-2686. My mailing address is: Mary M. Tiernan, Senior Trial Attorney, EEOC, The Bourse, 21 S. 5th Street, Suite 400, Philadelphia, PA 19106. If you have any comments or objections to the proposed Consent Decree, please contact me by no later than April 30, 2004. I must receive in writing any comments or objections to the proposed Consent Decree by no later than April 30, 2004.

Thank you for your attention to this matter.

Sincerely,

Mary M. Tiernan
Senior Trial Attorney

Enc.

cc: Thomas Linthorst, Esquire
Attorneys for Defendant

EXHIBIT A

Eligible Claimants:

Juan Ahumada
William B. Bressler
Paul A. Cordisco
John E. Cresmer
Royce E. Daniels
Peter DiFanti
James J. Dunning
Carlene P. Fassler
Thomas A. Flaherty
Larry H. Frank
John F. Freeman
Lawrence J. Hanudel
Donald D. Head
James J. Hein
Robert C. Hooper
Roy B. Mallory
Michael J. Matricciano
Louis E. McKay Jr.
Stanley O. Parkinson
Steven Proulx
Michael L. Putnam
John W. Rhoads
Mitchell Schinault
James B. Stafford
Stephanie L. Wilson

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
Legal Unit

21 S. Fifth Street, Suite 400
Philadelphia, PA 19106-2515
(215) 440-2828
TTY: (215)440-2610
FAX: (215) 440-2848

April 15, 2004

Glenn Carlson
127 Kissam Lane
Glenwood Landing, NY 11547

Re: EEOC v. Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket
Civil Action Number 02-2721 (WGB)

Dear Mr. Carlson:

The Equal Employment Opportunity Commission ("EEOC") is a federal agency which has the power, among other things, to bring lawsuits to challenge employment practices pursuant to the Age Discrimination in Employment Act of 1967 (the "ADEA"). On June 6, 2002, the EEOC filed the above-captioned lawsuit against Honeywell International, Inc., f/k/a., AlliedSignal, Inc., Automotive Aftermarket ("Honeywell") alleging violations of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, (the "ADEA"). In the lawsuit, the EEOC alleged that Honeywell terminated a class of managers in 1997 on the basis of age in violation of the Age Discrimination in Employment Act of 1967 (the "ADEA"). The EEOC also claimed that in 1997, Defendant terminated a class of sales representatives because of their age in violation of the ADEA. The EEOC further alleged that in 1997, Defendant failed to select a class of sales representatives for the newly created position of Account Executive based on their age, and instead placed them into the newly created Sales Associate position, which had a lower salary than the Account Executive position. You had been identified by the EEOC as a potential claimant in the lawsuit. When the EEOC files a lawsuit under the ADEA on behalf of an individual (or class of individuals), it extinguishes the individual's private right to sue.

This letter is to advise you that prior to a trial in this matter, the EEOC and Honeywell agreed to enter into a Consent Decree in order to resolve the issues raised in the Civil Action without the time, expense, and uncertainty of further contested litigation. Honeywell denies violating the ADEA or engaging in any wrongdoing. The Court has not made any finding that Honeywell violated the ADEA or engaged in any wrongdoing, and the Consent Decree does not constitute any such finding. After months of negotiations, the EEOC and Honeywell arrived at a settlement in principle during a settlement conference with the assigned Magistrate Judge on December 16, 2003. As part of the settlement in principle, Honeywell agreed to pay a gross total of $2,150,000.00. Of that total amount, $1,950,000.00, less applicable taxes, will be paid to the six individuals who filed timely charges of discrimination with the EEOC. These Charging Parties are: Brian Hussey, David Hopkins, David McConnell, David Johns, Randal Anglin, and Terry Makinster. In addition, a total of $200,000.00 will be paid to the Eligible Claimants identified in the attached Exhibit A. Each Eligible Claimant will receive $8,000.00. **If your name is listed on the attached Exhibit A, then you will receive $8,000.00, less applicable taxes, in monetary relief under the proposed Consent Decree**. In order to obtain the monetary relief, each Charging Party and Eligible Claimant will have to sign a release. The EEOC and Honeywell are negotiating the remaining terms of the proposed Consent Decree.

If your name is not listed on the attached Exhibit A, then you are not an Eligible Claimant and you are not receiving any monetary relief under the proposed Consent Decree. Some individuals will not receive any monetary relief under the proposed Consent Decree because they previously signed releases waiving any ADEA claims against Honeywell. Some sales representatives who were placed in the Sales Associate position after the restructuring of the Warehouse Distributor field sales force effective September 1, 1997, are not receiving any monetary relief because they only applied for the Sales Associate position and did not apply for the Account Executive position during the reassessment process. Some individuals who had been identified as potential claimants are not receiving any monetary relief as part of this settlement because they were placed into the Account Executive position soon after the restructuring of the Warehouse Distributor field sales force. You, and some other individuals, are not receiving monetary relief because the EEOC determined you were not eligible claimants.

If you have any questions, please contact me at (215) 440-2686. My mailing address is: Mary M. Tiernan, Senior Trial Attorney, EEOC, The Bourse, 21 S. 5th Street, Suite 400, Philadelphia, PA 19106. If you have any comments or objections to the proposed Consent Decree, please contact me by no later than April 30, 2004. I must receive in writing any comments or objections to the proposed Consent Decree by no later than April 30, 2004.

Thank you for your attention to this matter.

Sincerely,

Mary M. Tiernan
Senior Trial Attorney

Enc.

cc: Thomas Linthorst, Esquire
Attorneys for Defendant

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