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**UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII**

STEPHEN G. AQUILINA and LUCINA J.  
AQUILINA, Individually and on Behalf of All  
Others Similarly Situated; and DONNA J.  
CORRIGAN and TODD L. CORRIGAN,  
Individually and on Behalf of All Others Similarly  
Situated,

Plaintiffs,

vs.

CERTAIN UNDERWRITERS AT LLOYD'S  
LONDON; LLOYD'S SYNDICATE #2003;  
LLOYD'S SYNDICATE #318; LLOYD'S  
SYNDICATE #4020; LLOYD'S SYNDICATE  
#2121; LLOYD'S SYNDICATE #2007; LLOYD'S  
SYNDICATE #1183; LLOYD'S SYNDICATE  
#1729; LLOYD'S SYNDICATE #510; BORISOFF  
INSURANCE SERVICES, INC. d/b/a MONARCH  
E&S INSURANCE SERVICES; SPECIALTY  
PROGRAM GROUP, LLC d/b/a SPG INSURANCE  
SOLUTIONS, LLC; ALOHA INSURANCE  
SERVICES, INC.; ILIKEA LLC d/b/a MOA  
INSURANCE SERVICES HAWAII; and DOES 1-  
100,

Defendants.

No. 1:18-cv-00496-JMS-KJM

**DECLARATION OF JOSEPH  
P. GUGLIELMO IN SUPPORT  
OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
FINAL APPROVAL OF  
SETTLEMENT AGREEMENT**

Trial Judge: J. Michael Seabright  
Hearing Date: August 15, 2022

I, Joseph P. Guglielmo, pursuant to 28 U.S.C. §1746, declare:

1. I am a partner with the law firm Scott+Scott Attorneys at Law LLP (“Scott+Scott”), counsel for Plaintiffs Stephen G. Aquilina and Lucina J. Aquilina and Plaintiffs Donna J. Corrigan and Todd L. Corrigan (collectively, “Plaintiffs”) in the above-referenced action. I am an attorney duly licensed by the State of New York, Commonwealth of Massachusetts, District of Columbia, and I am admitted to practice *pro hac vice* in this case.

2. I submit this Declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Settlement Agreement. This declaration is based on my personal knowledge and if called upon, I could and would competently testify thereto.

3. My declaration filed with Plaintiffs’ Motion for Attorneys’ Fees, Litigation Expenses, and Service Awards provides a detailed description of the factual and procedural history of the Litigation,<sup>1</sup> the claims asserted, the extensive investigation and discovery undertaken, and the settlement negotiations. ECF No. 418-4.

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Settlement Agreement and Release (the “Settlement Agreement”) (ECF No. 408).

4. This declaration provides additional information regarding several Class Members who have pending individual state court cases for property damage that sought to opt out from the Settlement.

5. On August 13, 2021, this Court granted preliminary approval of the Settlement in this Litigation. ECF No. 411. In granting preliminary approval, the Court certified a settlement class of persons who purchased a surplus lines insurance policy for a residential property located in Lava Zone 1 on the island of Hawai'i with a Lava Exclusion at any time during the period of January 1, 2012, through and including May 4, 2018, that was brokered through Monarch and underwritten and/or subscribed to by Underwriters. ECF No. 411, at 51.

6. Pursuant to the Preliminary Approval Order, the Settlement Administrator, RG/2 Claims Administration LLC, distributed Mail Notice to Class Members. *See* ECF No. 415-1. The Mail Notice specifically advised Class Members of their rights, including how to opt out or object and the Court-ordered deadlines to do so. ECF No. 415-1, ¶¶8-9.

7. As a result of the Notice Program, Class Counsel received timely, valid requests for exclusion from the Settlement from Class Members representing 32 properties.

8. Some of the Class Members who sought exclusion were involved in actions that are identified in the Settlement as Enumerated State Court Lawsuits.

The Settlement Agreement provided that if such Class Members sought to exclude themselves from the Settlement, Defendants could seek to terminate the Settlement Agreement. Defendants have chosen not to exercise their right to terminate the Settlement Agreement; rather, Defendants agree to proceed with the Settlement and allow all Class Members to obtain a full return of their premiums.

9. Accordingly, Class Members will still receive the same amount (*i.e.*, a full refund of the premiums, taxes, and fees paid during the Class Period) and perhaps even a higher recovery from the Settlement with the opt outs removed from the Settlement Class.

10. Class Counsel have also received two requests for exclusion that the Claims Administrator and Class Counsel have determined same are not from Class Members (“Invalid Opt Outs”). The identified properties are not located in Lava Zone 1, which is required for membership in the Settlement Class. The Settlement Class definition requires that Class Members “purchased a surplus lines insurance policy for a residential property located in Lava Zone 1 on the island of Hawai’i.”

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

Executed this 10th day of June, 2022, at New York, New York.

*s/ Joseph P. Guglielmo*  
Joseph P. Guglielmo