

IN THE UNITED STATES DISTRICT COURT  
FOR THE 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.

CIV. NO. 18-00496 JMS-KJM

ORDER (1) GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF SETTLEMENT  
AGREEMENT, ECF NO. 442;  
(2) GRANTING UNOPPOSED  
PETITION FOR DETERMINATION  
OF GOOD FAITH SETTLEMENT,  
ECF NO. 446; (3) GRANTING IN  
PART AND DENYING IN PART  
PLAINTIFFS' MOTION FOR AN  
AWARD OF ATTORNEYS' FEES,  
LITIGATION EXPENSES, AND  
SERVICE AWARDS, ECF NO. 418;  
AND (4) ENTERING JUDGMENT

**ORDER (1) GRANTING PLAINTIFFS’ MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT, ECF NO. 442; (2) GRANTING UNOPPOSED PETITION FOR DETERMINATION OF GOOD FAITH SETTLEMENT, ECF NO. 446; (3) GRANTING IN PART AND DENYING IN PART PLAINTIFFS’ MOTION FOR AN AWARD OF ATTORNEYS’ FEES, LITIGATION EXPENSES, AND SERVICE AWARDS, ECF NO. 418; AND (4) ENTERING JUDGMENT**

**I. INTRODUCTION**

Before the court is a Motion for Final Approval of Settlement Agreement, ECF No. 442, filed by Plaintiffs Stephen and Lucina Aquilina and Todd and Donna Corrigan (collectively “Plaintiffs”), for themselves and on behalf of the preliminarily certified Settlement Class. Defendants Lloyd’s Syndicates 2003, 318, 4020, 2121, 2007, 1183, 1729, and 510 (collectively, “Underwriters”) filed a Statement of No Opposition to the Motion for Final Approval. ECF No. 449. So did Defendants Borisoff Insurance Services, Inc. d/b/a Monarch E&S Insurance Services, and Specialty Program Group, LLC d/b/a SPG Insurance Solutions, LLC (collectively, “Monarch”). ECF No. 448.<sup>1</sup> Also before the court is an Unopposed Petition for Determination of Good Faith Settlement submitted jointly by all the Parties, ECF No. 446, and Plaintiffs’ Motion for an Award of Attorneys’ Fees, Litigation Expenses, and Service Awards, ECF No. 418 (“Motion for Awards”). For the reasons provided below, the court grants the Motion for

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<sup>1</sup> Defendants Aloha Insurance Services, Inc. (“Aloha”) and Ilikea LLC d/b/a Moa Insurance Services Hawaii (“Moa”) have not filed a response to the Motion for Final Approval.

Final Approval, grants the Petition for Determination of Good Faith Settlement, and grants in part and denies in part the Motion for Awards.

## **II. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

The Settlement between Plaintiffs and Defendants,<sup>2</sup> ECF No. 408, was preliminarily approved by the court on August 13, 2021. ECF No. 411 (“Preliminary Approval Order”). On September 13, 2021, in accordance with the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was given notice of the nature and pendency of the Litigation, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing. *See* ECF No. 415-2 (“Notice Program”). During the period in which the Class Members could respond to the Notice Program, Plaintiffs filed a Motion for Awards requesting, among other things, a fee award in the amount of 30% of the Settlement Fund, a decrease from the 33.3% requested at the preliminary-approval stage. *See* ECF No. 418. The period in which Class Members could respond to the Notice Program expired on January 20, 2022. *See* ECF No. 415-2 at PageID # 18481. Thereafter, on June 10,

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<sup>2</sup> The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated. The term “Defendants” includes all named Defendants: Underwriters, Monarch, Aloha, and Moa. The term “Parties” includes Defendants and Plaintiffs.

2022, Plaintiffs filed their Motion for Final Approval of Settlement Agreement. ECF No. 442.

On August 15, 2022, the court held a Final Approval Hearing to determine, among other things: (1) whether the Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (2) whether the Notice Program satisfied the requirements of Rule 23; (3) whether the Settlement is fair, adequate, and reasonable; (4) whether the Settlement was reached in good faith pursuant to Hawaii Revised Statutes (“HRS”) § 663-15.5; (4) whether the requested attorneys’ fees, expenses, and awards are reasonable, i.e., whether they equitably compensate Class Counsel and Plaintiffs while also protecting the interests of the remaining Class Member, for whose benefit the common Settlement Fund was created; and (5) whether judgment should be entered dismissing all claims in the Second Amended Complaint with prejudice. The court decides those issues in this Final Approval Order.

The court finds that it has jurisdiction over this action and over all claims raised therein and all Parties thereto, including the Settlement Class, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A). The court also finds that it has personal jurisdiction over the Parties and the Class Members.

**A. Certification of the Settlement Class**

For purposes of the Settlement and this Final Approval Order, the court hereby finally certifies the following Settlement Class:

All persons who purchased a surplus lines insurance policy for a residential property located in Lava Zone 1 on the island of Hawaii with a Lava Exclusion at any time during the period of January 1, 2012 through and including May 4, 2018 (“Class Period”) that was brokered through Monarch and underwritten and/or subscribed to by Underwriters.

Excluded from the Settlement Class are Defendants; all officers, directors, or employees of Defendants; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded are any federal, state, or local governmental entities, any judicial officer presiding over this Litigation and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

The court previously analyzed certification of the Settlement Class in its Preliminary Approval Order, concluding that the Settlement Class satisfied the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3), as a provisional matter. *See* ECF No. 411 at PageID ## 18371–83. The court finds no factual developments affecting its prior certification analysis, as neither the scope nor the substance of the Settlement Class has changed since the Preliminary Approval Order. The court thus incorporates its prior certification analysis, and its recitation of the relevant legal standards, into this Final Approval Order.

The court determines that for settlement purposes, the Settlement Class meets all the requirements of Rules 23(a) and 23(b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Plaintiffs are typical of absent Class Members; that the Plaintiffs have and will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

The court grants final approval to the appointment of Plaintiffs as representatives of the Settlement Class. The court concludes that Plaintiffs have fairly and adequately represented the Settlement Class and will continue to do so. Furthermore, the court grants final approval to the appointment, pursuant to Rule 23(g), of Joseph P. Guglielmo of Scott+Scott Attorneys at Law LLP, E. Kirk Wood of Wood Law Firm, LLC, and Gregory W. Kugle of Damon Key Leong Kupchak Hastert, Law Corporation as Class Counsel. Class Counsel have adequately represented the Settlement Class and will continue to do so.

## **B. Adequacy of the Notice Program**

The court previously analyzed the adequacy of the Notice Program in its Preliminary Approval Order, concluding that the Notice Program met the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e)(1) as a provisional matter. *See* ECF No. 411 at PageID ## 18399–402. The court finds its prior adequacy analysis to be highly relevant to determining the adequacy of the Notice Program at the final approval stage, no changes having been made to the Notice Program since the Preliminary Approval Order, and the Notice Program having been executed in accordance with the procedures laid out in the Preliminary Approval Order.<sup>3</sup> The court thus incorporates its prior adequacy analysis, and its recitation of the relevant legal standards, into this Final Approval Order.

The court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied Rule 23(c)(2), was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the Final

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<sup>3</sup> Plaintiffs have executed the Notice Program with great success—they were able to deliver settlement notices to 99.4% of individuals falling within the Settlement Class.

Approval Hearing, and satisfied the other requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws. The court finds that Defendants have fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

**C. Approval of the Settlement**

**(1) *Objections and Opt-Outs***

The Notice Program advised Class Members of all relevant aspects of the Litigation and the Settlement, including an overview of the Settlement, the methodology for calculating the payments, the scope of the Release, and other pertinent dates for opting out or objecting to the Settlement, as well as directing Class Members to the settlement website to obtain more information.

No Class Member has filed an objection. And no Class Members objected to the Settlement at the August 15, 2022 Final Approval Hearing. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

Regarding opt-outs, a list of the 32 putative Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the court in the Supplemental Declaration of Dana Boub of RG/2



Claims Administration LLC Regarding Notice to the Class (“Supplemental Boub Declaration”), filed in advance of the Final Approval Hearing. That list is attached to this Order as Appendix A. The persons and/or entities listed in Appendix A are not bound by the Settlement, this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Appendix A shall be deemed not to be Releasers.

Further, a list of 2 other individuals who have submitted requests for exclusion from the Settlement—but who are not included in the Class Member data provided to the Claims Administrator, and who are associated with properties not located in Lava Zone 1, a requirement for membership in the Settlement Class—has been submitted to the court with the Supplemental Boub Declaration. That list is attached to this Order as Appendix B. The persons and/or entities listed in Appendix B are not valid opt-outs and their requests for exclusion are denied, having never been a part of the Settlement Class.

**(2) *Fairness, Adequacy, and Reasonableness of the Settlement Terms***

An overview of the Settlement terms is provided in the court’s Preliminary Approval Order. *See* ECF No. 411 at PageID ## 18365–69. To decide whether a settlement agreement is fair, adequate, and reasonable, courts generally balance several factors:

- (1) the strength of the plaintiff’s case;
- (2) the risk, expense, complexity, and likely duration of further

litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members of the proposed settlement.

*In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

The role of the district court is not to assess the individual components of the agreement, but to consider the settlement as a whole. *Lane v. Facebook, Inc.*, 696 F.3d 811, 818–19 (9th Cir. 2012).

In its Preliminary Approval Order, the court provided a thorough analysis of the Settlement in light of the first seven fairness factors. *See* ECF No. 411 at PageID ## 18383–95. Considering that no changes have been made to the Settlement terms since the Preliminary Approval Order,<sup>4</sup> and that no factual developments relevant to the first seven factors have transpired since the Preliminary Approval Order, the court finds its prior fairness analysis to be highly relevant to determining the fairness of the Settlement at the final approval stage. The court thus incorporates its prior fairness analysis, and its recitation of the

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<sup>4</sup> To be sure, Plaintiffs decreased their request for an award of attorneys’ fees from 33.3% of the Settlement Fund to 30% of the Settlement Fund. But that decrease does not require an amendment to the Settlement, because the Settlement specifies that Plaintiffs will “request *no more than* 33.3% of the Settlement Fund, including any interest earned thereon, from the Court for their attorneys’ fees.” ECF No. 408 at PageID # 18291 (emphasis added).

relevant legal standards, into this Final Approval Order. In short, the first seven fairness factors strongly support the Settlement being fair, adequate, and reasonable.

The court's prior fairness analysis was incomplete, however, because the court could not yet weigh the eighth factor—the reaction of the Class Members to the proposed settlement. *See* ECF No. 411 at PageID ## 18384. The court now analyzes that factor: 32 individuals have opted out of the Settlement, constituting 18.9% of individuals that could be Class Members. And no individuals have objected to the Settlement. Viewed differently, 81.1% of Settlement Class is participating in the Settlement. Both the high participation rate and the lack of objections support final approval of the Settlement. *See Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 624 (N.D. Cal. 1979) (“[T]he Court finds persuasive the fact that eighty-four percent of the class has filed no opposition.”).

Considering the weight of the fairness factors, the court concludes that the Settlement is in all respects fair, adequate, and reasonable, is in the best interests of the Settlement Class, and is therefore approved. The court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome of continued litigation of this complex matter, which further supports the court's finding that the Settlement is fair, adequate, reasonable, and in the best interests of the Class Members. The court finds that the uncertainties of

continued litigation in both the trial and appellate courts, as well as the associated expenses, weigh in favor of approval of the Settlement.<sup>5</sup>

Nonetheless, a favorable outcome on the fairness factors is not sufficient to sustain a settlement agreement when—as here—the agreement was reached before formal class certification. *See Lane*, 696 F.3d at 818–19. In pre-certification settlements, “[t]he district court’s approval order must show not only that ‘it has explored [the *Churchill*] factors comprehensively,’ but also that the settlement is ‘not[ ] the product of collusion among the negotiating parties.’” *In re Bluetooth*, 654 F.3d at 947 (quoting *In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000)) (alterations in *In re Bluetooth*).

In its Preliminary Approval Order, the court also analyzed whether the Settlement had any “signs of collusion.” ECF No. 411 at PageID ## 18395–97. The court found none. That prior collusion analysis is highly relevant to probing the Settlement for signs of collusion at the final approval stage—the Settlement has not changed since the Preliminary Approval Order, nor have there been any factual developments suggesting collusion.<sup>6</sup> The court thus incorporates its prior collusion

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<sup>5</sup> The pro-rata recovery rate for the Class Members further supports the Settlement being fair, adequate, and reasonable: The Plaintiffs and the other Class Members are projected to receive *at least* 100% of premiums paid to Defendants during the period relevant to this suit.

<sup>6</sup> The court specifically finds that Class Counsel are *not* receiving a disproportionate distribution of the Settlement Fund, that there is no clear-sailing arrangement in the Settlement, and that there is no indication that fees not awarded will revert to Defendants rather than be  
(continued . . . )

analysis, and its recitation of the relevant legal standards, into this Final Approval Order. Consistent with that prior analysis, the court now finds that the Settlement is non-collusive and was entered into through arm's length negotiations.

Finally, the court addresses the Parties' Distribution Plan. The Net Settlement Fund will be distributed to Class Members by proportion based on the total premium-dollar amount paid during the Class Period. To collect from the Settlement, Class Members are not required to submit specific documentation. Instead, Class Members that did not opt out of the Settlement by the deadline of December 6, 2021 will automatically be paid their share of the Net Settlement Fund. With the opt-outs removed from the Settlement Class, the remaining Class Members will receive a full return of the premiums, taxes, and fees they paid to Defendants for surplus-lines insurance during the Class Period, if not more. The court finds the Distribution Plan to be a fair, reasonable, and adequate method of distributing the Settlement monies to the Settlement Class.

The court—having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendants, having reviewed all of the submissions presented with respect to the proposed Settlement, having

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added to the Settlement Fund. *See In re Bluetooth*, 654 F.3d at 947 (reciting list of common signs of collusion).

determined that the Settlement is fair, adequate, and reasonable, having reviewed the materials in support thereof, and finding good cause appearing in the record—GRANTS Plaintiffs’ Motion for Final Approval. The Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this court. The Parties shall effectuate the Settlement in accordance with its terms.

**(3) Release**

With the court’s final approval of the Settlement, the Parties have agreed to the following Release:

As of the Effective Date, the Releasers, each on behalf of themselves and any predecessors, successors, or assigns, shall release, remise, acquit and forever discharge Releasees of and from any and all liability alleged against any one or more of them in the Complaints, including without limitation any and all liability alleged to exist under the Hawaii Unfair Deceptive Acts and Practices Act (Haw. Rev. Stat. §§ 480-1, *et seq.*), the Hawaii Uniform Deceptive Trade Practices Act (Haw. Rev. Stat. §§ 481A-1, *et seq.*), and Hawaii common law, including claims for tort damages, statutory damages, attorneys’ fees, costs, interests, or other damages, known or unknown, suspected, fixed or contingent, liquidated or unliquidated, trebled or otherwise multiplied, direct or indirect, past, present, or future, in law or in equity, arising out of the allegations made against Releasees in the Complaints, all as more specifically set forth in Section 9 of the Settlement (the “Released Claims”).

The Released Claims include, without limitation, any allegations made against Releasees in the State Court Lawsuits that are predicated upon: (1) violation of

Section 8:301 or Section 8:312(b) of the Hawaii Surplus Lines Act (Haw. Rev. Stat. §§ 431:8-301 and 431:8-312(b)); (2) violation of the Lloyd's Minimum Standards as alleged in the Complaints as a result of any alleged violations of Section 8:301 or Section 8:312(b) of the Hawaii Surplus Lines Act (Haw. Rev. Stat. §§ 431:8-301 and 8:312(b)); (3) the policies of insurance subscribed to by Underwriters and provided to the Class Members being not suitable or inappropriate, or constituting a breach of the covenant of good faith and fair dealing, because they failed to comply with Haw. Rev. Stat. §§ 431:8-301 and 431:8-312(b); (4) the policies of insurance subscribed to by Underwriters and provided to the Class Members being not suitable or inappropriate or constituting a breach of the covenant of good faith and fair dealing because: they contained a Lava Exclusion, they offended the public policy behind the enactment of the Hawaii Property Insurance Association, they provided coverage amounts that were artificially inflated beyond what would be available through admitted insurers or the Hawaii Property Insurance Association, or lava coverage was available through the Hawaii Property Insurance Association or other provider of surplus lines insurance as alleged in the Complaints; and; (5) the failure by Releasees to advise Class Members of the existence of coverage available through admitted insurers, the Hawaii Property Insurance Association or lava coverage from any surplus lines provider of insurance.

The foregoing release shall not extend to any allegations made against any non-settling parties, nor shall it extend to any allegations made in the State Court Lawsuits that are predicated upon alleged violations that were not alleged in the Complaints or described above, *e.g.*, allegations predicated upon Monarch's failure to have a valid, active surplus lines license, or Defendants' failure to include the surplus lines stamp on the policy provided to the Plaintiffs, allegations predicated upon common law bad faith claims handling and unfair or deceptive

practices in the handling and denial of insurance loss claims arising under the terms of policies, and allegations for coverage predicated upon property damage or losses suffered on properties from the 2018 eruption of Kilauea.

This release shall apply to, prevent, and bar, with immediate and permanent effect, any plaintiff in the State Court Lawsuits who qualifies as a Class Member and does not opt out of this Settlement from asserting against Releasees any liability released as part of this Settlement. This Release also shall apply to, prevent, and bar, with immediate and permanent effect, any plaintiff in the State Court Lawsuits who qualifies as a Class Member and does not opt out of this Settlement from prosecuting Released Claims against Releasees. Consistent with this understanding, any one or more of the Releasees may use the Agreement or Final Approval Order and Judgment with binding force and effect against any plaintiff in the State Court Lawsuits that qualifies as a Class Member and does not opt out of this Settlement, should any such plaintiff seek to prosecute Released Claims against Releasees, or seek to admit evidence tending to establish liability as to Released Claims against Releasees.

It is further understood and agreed that the foregoing release shall not extend to any allegations made against any non-settling parties, nor shall it extend to any allegation made in the State Court Lawsuits that are predicated upon alleged violations that were not alleged in the Complaints or described above, *e.g.*, allegations predicated upon Monarch's failure to have a valid, active surplus lines license, allegations predicated upon the failure to include the surplus lines stamp on the policy, allegations predicated upon common law bad faith claims handling and unfair or deceptive practices in the handling and denial of claims arising under the terms of policies, and claims for coverage predicated upon property damage or losses suffered on properties from the 2018 eruption of Kilauea.



The Parties agree and stipulate that Releasees shall not use the existence of this Settlement, or the payment of any funds to participating Class Members, as a basis for a defense against any participating Class Members that any other lawsuits those participating Class Members have filed, or may file in the future, should be dismissed on the basis of an argument that the Class Members have elected their remedy. Provided, however, that no Class Member will seek or be entitled to recover in any other lawsuit a return of premiums paid, or augmented damages or interest or fines or fees or costs based on the return of any premiums, during the Class Period.

Class Members are deemed to have waived the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542 to the extent applicable, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

The Plaintiffs and Class Members are enjoined from prosecuting any Released Claims in any proceeding against any of the Releasees or prosecuting any claim based on any actions taken by any of the Releasees that are authorized or required by this Settlement or by the Final Approval Order and Judgment. It is further agreed that the Settlement and/or this Final Approval Order and Judgment may be pleaded as a complete defense to any proceeding subject to this section.

This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendants or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Class Member, or any other person has suffered any damage; ***provided, however***, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

In sum, the court GRANTS final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The court finds that the Settlement is in all respects fair, adequate, reasonable, non-collusive, and in the best interest of the Class Members. Therefore, all Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment. The Parties to the Settlement shall carry out their respective obligations thereunder. And within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Class Members pursuant to the terms and conditions of the Settlement.

### **III. DETERMINATION OF GOOD FAITH SETTLEMENT**

In conjunction with the Motion for Final Approval of Settlement Agreement, the Parties filed a joint, Unopposed Petition for Determination of Good Faith Settlement. ECF No. 446 (stating that all Defendants and Plaintiffs, “by and through their respective attorneys, jointly petition this Court [for a determination of good-faith settlement]”). The Parties ask the court to certify that the Settlement and related Release were reached in good faith pursuant to HRS § 663-15.5. ECF No. 446.

A finding of good-faith settlement discharges the settling party from liability for contribution to other joint tortfeasors, and it reduces a plaintiff’s claims

against joint tortfeasors by the amount stipulated to in the release or in the amount of the consideration paid for it, whichever is greater. HRS § 663-15.5(a). A finding of good-faith settlement also bars other joint tortfeasors from further claims against the settling joint tortfeasor, except where there is a written indemnity agreement, and it results in dismissal of all crossclaims against the settling joint tortfeasor, except where there is a written indemnity agreement. *Id.* § 663-15.5(d). In determining whether the Parties have entered into a good faith settlement, the court must consider the “totality of the circumstances,” including:

(1) the type of case and difficulty of proof at trial, e.g., rear-end motor vehicle collision, medical malpractice, product liability, etc.; (2) the realistic approximation of total damages that the plaintiff seeks; (3) the strength of the plaintiff’s claim and the realistic likelihood of his or her success at trial; (4) the predicted expense of litigation; (5) the relative degree of fault of the settling tortfeasors; (6) the amount of consideration paid to settle the claims; (7) the insurance policy limits and solvency of the joint tortfeasors; (8) the relationship among the parties and whether it is conducive to collusion or wrongful conduct; and (9) any other evidence that the settlement is aimed at injuring the interests of a non-settling tortfeasor or motivated by other wrongful purpose.

*Troyer v. Adams*, 102 Haw. 399, 427, 77 P.3d 83, 111 (2003).

An agreement to settle a claim is made in good faith when the totality of circumstances reflects that the settlement was neither collusive nor aimed at injuring the interests of the non-settling parties. *Id.* Section 663-15.5 does not,

however, require the settling parties to explain the rationale for the amount of the settlement payment. *Whirlpool Corp. v. CIT Grp./Bus. Credit, Inc.*, 293 F. Supp. 2d 1144, 1154 (D. Haw. 2003).

During the August 15, 2022 Final Approval Hearing, the court discussed with the Parties the Petition for Determination of Good Faith Settlement and Magistrate Judge Kenneth J. Mansfield's Findings and Recommendation to Grant the Petition, ECF No. 454 ("F&R"). *See* ECF No. 455. Specifically, the court discussed footnote 1 of the F&R, which states that "Defendants are responsible for filing this Petition and *providing notice* [of the Settlement] to the appropriate parties," ECF No. 454 at PageID # 19012 (emphasis added).

Defendants informed the court that they had not yet given notice of the Settlement to certain non-parties that might be classified as "other joint tortfeasors" under HRS § 663-15.5(d), and thus might be affected by the statutory bar against "further claims against the settling joint tortfeasor," the statutory "dismissal of all crossclaims against the settling joint tortfeasor," and the statutory "[d]ischarge [of the settling joint tortfeasor] from all liability for any contribution to any other joint tortfeasor," *id.* § 663-15.5(a), (d). The court indicated that Defendants would need to give notice to those non-parties before it would consider granting the Petition for Determination of Good Faith Settlement. *See* ECF No. 455. The court, therefore,

vacated the F&R and directed Defendants to accomplish notice sufficient to support granting the Petition. *See id.*; ECF No. 456.

On August 16, 2022, after the Final Approval Hearing and pursuant to the court’s directives, Defendant Monarch submitted on behalf of the Parties a Declaration Regarding Steps Taken to Notify Non-Parties of Petition for Determination of Good Faith Settlement. ECF No. 457. In that submission, Monarch declared that notice of the Petition, the Settlement, and any related proposed orders had been served on non-parties that could be classified as “other joint tortfeasors.” *Id.* at PageID ## 19018–19, ¶¶ 6–8.<sup>7</sup> Monarch further declared that, “based on the August 16, 2022 date of the mailing of notice,” “[a]ny objections [to a determination of good-faith settlement] must be filed with the Court by September 12, 2022.” *Id.* at PageID # 19019, ¶ 9. The court has received no objections in response to the notices.

As a preliminary matter, the court finds the contents of the notice, the means of the notice, and the targets of the notice to satisfy the requirements of HRS § 663-15.5(b). The court also finds the objections deadline of September 12, 2022, to be correctly calculated under § 663-15.5(b). As for the principal matter at

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<sup>7</sup> On September 15, 2022, counsel for Monarch informed the court by letter that he had attempted to serve one of the notices by certified mail but the notice had been returned as undelivered. ECF No. 462 at PageID # 19370. However, subsequent to the notice being returned as undelivered, counsel contacted the intended recipient of the notice and confirmed that the recipient had no objection to the Petition. *Id.* at PageID # 19371.

hand, having received no objections under § 663-15.5(b), the court determines that the Settlement satisfies the requirements of § 663-15.5. More explicitly, given the totality of the circumstances and the absence of opposition, the court determines that the Parties entered into the Settlement in “good faith,” *id.* The court arrives at that determination having considered the *Troyer* factors and the material terms of the Settlement, and after concluding that the essential terms of the Settlement comport with the purposes of § 663-15.5, are reasonable, and were reached in good faith. The court’s determination of good faith is also informed by the findings laid out above that the Settlement is non-collusive and was entered into through arm’s length negotiations.

Based on the foregoing, the court FINDS that the Parties have entered into the Settlement in good faith pursuant to HRS § 663-15.5. The court thus GRANTS the Petition for Determination of Good Faith Settlement, ECF No. 446.

#### **IV. ATTORNEYS’ FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

In conjunction with the Motion for Final Approval of Settlement Agreement, Plaintiffs filed a Motion for an Award of Attorneys’ Fees, Litigation Expenses, and Service Awards, ECF No. 418. Through that Motion for Awards, Plaintiffs requested that (1) Class Counsel receive an attorneys’ fee award in the amount of 30% of the Settlement Fund, or \$540,000, plus interest earned; (2) Class Counsel be reimbursed for other litigation expenses in the amount of \$223,839,

plus interest earned; (3) Service Awards be granted to Plaintiffs in the total amount of \$5,000, with \$2,500 going to the Aquilinas, and \$2,500 going to the Corriganes.

*Id.* Subsequent to Plaintiffs' filing the Motion for Awards, but before the Final Approval Hearing, Plaintiffs updated their request for litigation expenses to the amount of \$227,473.16 "to include an estimate of the cost to attend the Final Approval Hearing." ECF No. 450 at PageID # 18903, n.2. And subsequent to the Final Approval Hearing, Plaintiffs further updated their request for litigation expenses to the amount of \$225,365.21. ECF No. 459 at PageID # 19062.

When state law governs the underlying claims in a class-action suit, state law also governs the provision of expense awards, including attorneys' fee awards. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002) ("Because Washington law governed the claim, it also governs the award of fees."); *see also IOM Corp. v. Brown Forman Corp.*, 627 F.3d 440, 451 (1st Cir. 2010) ("Where, as here, the court's jurisdiction is based on diversity of the parties, a district court's award of attorneys' fees is governed by relevant state law."). Given this court's diversity jurisdiction<sup>8</sup> and, thus, that expense awards are

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<sup>8</sup> As mentioned above, the court has jurisdiction over this case pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A). Specifically, the court has jurisdiction over the claims in this case—all of which are brought under Hawaii statutes or common law—pursuant to the minimal diversity of the Parties and the amount in controversy being in excess of \$5 million, as required by § 1332(d)(2).



governed by state law, the court looks to Hawaii law to resolve Plaintiffs' Motion for Awards.<sup>9</sup>

Hawaii law is largely consistent with federal law on the topic of awarding expense reimbursements in class-action cases. Regarding attorneys' fee awards, Hawaii law gives trial courts even more discretion (relative to federal law) in determining reasonable fee awards: Trial courts are "not require[d] . . . to apply specific factors in determining attorneys' fees awards." *Chun v. Bd. of Trs. of Employees' Ret. Sys. of State of Haw.*, 106 Haw. 416, 438, 106 P.3d 339, 361 (2005) ("*Chun I*"). Instead, trial courts should "identify the fee award that most equitably compensates plaintiffs' counsel, while at the same time protecting the interests of the class members for whose benefit the common fund was created." *Chun v. Bd. of Trs. of Employees Ret. Sys. of State of Haw.*, 92 Haw. 432, 445, 992 P.2d 127, 140 (2000) ("*Chun I*"). The Supreme Court of Hawaii has given a general nod to the persuasiveness of federal case law on attorneys' fee awards in class-action cases, especially "in the face of [the Court's] jurisprudential silence as to the appropriate [standards]." *Chun II*, 106 Haw. at 437, 106 P.3d at 360.

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<sup>9</sup> As a procedural matter, Federal Rule of Civil Procedure 23(h) provides the mechanism for awarding "reasonable attorney's fees and nontaxable costs [(i.e., litigation expenses)] that are authorized by law or by the parties' agreement." As for the substance of "reasonable" and "authorized by law," the court looks to Hawaii law. *See Vizcaino*, 290 F.3d at 1047.

The Court has held that, “in common fund cases, the decision whether to employ the percentage method or the lodestar method [for awarding attorneys’ fees] [is] reposed within the discretion of the trial court.” *Chun I*, 92 Haw. at 445, 992 P.2d at 140. Also, the Court has acknowledged the existence of the 25% benchmark for the percentage method and has even affirmed in relevant part an award of attorneys’ fees that was derived according to 25% being a presumptively reasonable benchmark, adjustable for special circumstances. *See Chun II*, 106 Haw. at 435 n.17, 106 P.3d at 358 n.17.

Regarding litigation expenses other than attorneys’ fees, those expenses are also recoverable by class-representing plaintiffs under Hawaii law. *Chun I*, 92 Haw. at 439, 992 P.2d at 134 (“The common fund doctrine provides that a private plaintiff, or his attorney, whose efforts create, discover, increase, or preserve a fund to which others also have a claim is entitled to recover from the fund the costs of his or her litigation, including attorneys’ fees.” (citation and alterations omitted)). As with awarding attorneys’ fees, the court should award other litigation costs or expenses with an eye towards equity and reasonableness. *See id.* at 445, 992 P.2d at 140 (“[B]ecause each common fund case presents its own unique set of circumstances, trial courts must assess each request for fees *and expenses* on its own terms.” (emphasis added) (citation omitted)); *Sheehan v. Grove Farm Co.*, 114 Haw. 376, 394, 163 P.3d 179, 197 (Ct. App. 2005)

(“Whether a cost was unreasonable or unreasonably incurred is a question of law.”). “The award of taxable cost[s] is within the discretion of the trial court . . . .” *Sheehan*, 114 Haw. at 394, 163 P.3d at 197 (quoting *Bjornen v. State Farm Fire and Cas. Co.*, 81 Haw. 105, 107, 912 P.2d 602, 604 (Ct. App. 1996)).

The trial court also has discretion to award a reasonable and equitable “incentive award,” or “service award,” to class-representing plaintiffs. *See Adams v. City & Cnty. of Honolulu*, 2017 WL 3880651, at \*1 (D. Haw. Sept. 5, 2017) (“Incentive awards are discretionary and fairly typical in class action cases.” (citation and internal quotation marks omitted)); *Benedict v. Diamond Resorts Corp.*, 2013 WL 12149277, at \*2 (D. Haw. June 6, 2013) (“The Court finds that such fee, litigation expense, and *service awards* are, in all respects, fair and reasonable, that the Settlement was honestly negotiated, and that the Settlement provides substantial relief to the Settlement Class.” (emphasis added)).

Starting with Plaintiffs’ request for an award of attorneys’ fees in the amount of 30% of the Settlement Fund (\$540,000, plus interest earned), the court finds that request to be reasonable under the percentage methodology, as it equitably compensates Plaintiffs’ counsel, while at the same time protecting the interests of the Settlement Class. The court finds special circumstances justifying an upward deviation from the presumptively reasonable 25% benchmark. Class Counsel faced considerable risks and uncertainties in prosecuting this complex

case, and they devoted many hours of work to, among other things, preparing to seek class certification and contesting multiple case-dispositive motions. Class Counsel also conducted a considerable amount of discovery in this high-risk litigation. Under those circumstances, Class Counsel secured an excellent result for the Settlement Class—Class Members who did not opt out of the Settlement will receive at least 100% of the premiums, taxes, and fees they paid during the Class Period.

As for Plaintiffs’ requested award for “litigation expenses” (i.e., reimbursement for litigation costs or expenses other than attorneys’ fees) in the total amount of \$225,365.21, the court finds all the requested expense reimbursements to be equitable and reasonable, except for Plaintiffs’ request for reimbursement of \$9,166.50 in “fees” for “Local Counsel,” ECF No. 459 at PageID # 19066. Requesting reimbursement for those “fees” as a “litigation expenses” is improper given that those “fees” are best classified as attorneys’ fees under Hawaii law and given that the court is separately awarding attorneys’ fees using a percentage methodology.

Under Hawaii law, attorneys’ fees are defined as the monetary value of the actual time spent by a party’s attorneys in performing legal work for a case. *See Chun I*, 92 Haw. at 441–42, 992 P.2d at 136–37 (“In essence, the initial inquiry is how many hours were spent in what manner by which attorneys. . . . [T]he

reasonable rate of compensation may differ for different activities. . . . [T]he hourly rate reached through the foregoing analysis is applied to the actual hours worked.” (citations and internal quotation marks omitted)); *Trustees of Est. of Bishop v. Au*, 2017 WL 6816717, at \*6 (Haw. Ct. App. Dec. 22, 2017) (“We conclude that attorneys’ fees in the reduced amount of \$3,200 plus general excise tax were reasonably incurred by [appellee] in litigating its request for fees on appeal.”). No distinction is made between the value of the time spent by lead, pro hac vice counsel and the value of the time spent by auxiliary, local counsel—both are “attorneys’ fees,” not other litigation costs. *See, e.g., Berry v. Hawaii Exp. Serv., Inc.*, 2007 WL 689474, at \*18 (D. Haw. Mar. 2, 2007) (awarding “\$20,227.32 in attorneys’ fees incurred by mainland counsel and \$23,282.28 in attorneys’ fees incurred by local counsel, for a total of \$43,509.60 in attorneys’ fees incurred”), *aff’d sub nom. Berry v. Dillon*, 291 F. App’x 792 (9th Cir. 2008); *see also Fought & Co. v. Steel Eng’g & Erection, Inc.*, 87 Haw. 37, 47, 951 P.2d 487, 497 (1998) (“A blanket rule prohibiting the taxing of fees for the services of extrajurisdictional legal counsel who assist local counsel in the conduct of litigation among parties, who are themselves domiciled in different jurisdictions, would be an imprudent rule at best.”).

Plaintiffs’ requested reimbursement of \$9,166.50 in “Local Counsel” “fees” is for the actual time spent by Plaintiffs’ local counsel in performing legal

work for this case and, therefore, is best classified as a request for an “attorneys’ fees” award under Hawaii law. *See* ECF No. 459 at PageID ## 19068–69, ¶ 15 (“Expenses relating to fees and expenses incurred by [local counsel] relate to their attorneys’ review and assistance with filing of various documents for the litigation as local counsel and were necessary as attorneys from my Firm are not fully admitted to practice in the District of Hawaii.”). Because the court is already awarding attorneys’ fees in the amount of 30% of the Settlement Fund, it would be irrational and inequitable for the court to also grant reimbursement for a separate line item of attorneys’ fees.

Accordingly, the court denies Plaintiffs’ reimbursement request for \$9,166.50 in “Local Counsel” “fees,” bringing the total of the remaining expense requests to \$216,198.71. That total amount encompasses the total value of litigation expenses incurred by Plaintiffs (other than their attorneys’ fees) for which Plaintiffs have requested reimbursement and that the court finds equitable and reasonable after reviewing Plaintiffs’ expense reports, related receipts, and related invoices, ECF Nos. 459 through 459-9, and ECF Nos. 460, 460-1.

Regarding “interest earned” on top of Plaintiffs’ litigation expenses, Plaintiffs did not request such interest in their two updates to the initial Motion for Awards.

*Compare* ECF No. 418-1 at PageID ## 18507–08 (requesting, in their memorandum supporting the initial Motion, “expenses of \$223,839 (plus interest

earned)”), *with* ECF No. 450 at PageID # 18903 (requesting, in their first update, “attorneys’ fee award in the amount of . . . \$540,000 (plus interest earned), and expenses of \$227,473.16,” without a “plus-interest earned” modifier on the \$227,473.16 expense request), *and* ECF No. 459 at PageID # 19062, ¶ 5 (stating in their second update that “Class Counsel’s updated Litigation expenses for which reimbursement is sought total \$225,365.21”). The court thus awards Plaintiffs litigation expenses in the amount of \$216,198.71, with no interest earned.

Finally, the court finds Plaintiffs’ request for service awards in the total amount of \$5,000—\$2,500 to the Aquilina Plaintiffs, and \$2,500 to the Corrigan Plaintiffs—to be equitable and reasonable in all respects. The Aquilinas and the Corrigan Plaintiffs have played a critical role in this Litigation over the past four years. They have worked cooperatively with Class Counsel to respond to case-dispositive motions and to numerous document requests, interrogatories, and requests for admission. In light of that critical role, and considering the minimal impact of two \$2,500 service awards on the Settlement Fund, the court finds the requested service awards to be fair to both Plaintiffs and the remainder of the Class Members.

In sum, the court GRANTS IN PART and DENIES IN PART Plaintiffs’ Motion for an Award of Attorneys’ Fees, Litigation Expenses, and Service Awards, ECF No. 418. Specifically, the court GRANTS the requested

attorneys' fee award in the amount of 30% of the Settlement Fund, or \$540,000, plus interest earned; the court DENIES the request for \$9,166.50 in local counsel fees, but GRANTS the request for reimbursement of other litigation expenses in the total amount of \$216,198.71, with no interest earned; and the court GRANTS the request for service awards in the total amount of \$5,000, with \$2,500 going to the Aquilinas, and \$2,500 going to the Corriganes.

## **V. JUDGMENT**

The court hereby dismisses this Litigation, including Plaintiffs' Second Amended Complaint and all claims therein, on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order.

Consistent with the Settlement, if the Effective Date, as defined in the Settlement (*see* ECF No. 408 at PageID # 18272, ¶ 2.9), does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective

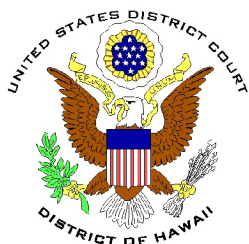


positions in the Litigation as if the Settlement had never been entered (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

Pursuant to the All Writs Act, 28 U.S.C. § 1651, this court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court. Without affecting the finality of this Final Approval Order and Judgment, the court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party and resolution of any disputes that may arise relating in any way to, arising from, the implementation of the Settlement or the implementation of this Final Order and Judgment.

IT IS SO ORDERED.

DATED: Honolulu, Hawaii, September 19, 2022.



/s/ J. Michael Seabright  
J. Michael Seabright  
Chief United States District Judge

*Aquilina v. Certain Underwriters at Lloyd's London*, Civ. No. 18-00496 JMS-KJM, Order (1) Granting Plaintiffs' Motion for Final Approval of Settlement Agreement, ECF No. 442; (2) Granting Unopposed Petition for Determination of Good Faith Settlement, ECF No. 446; (3) Granting in Part and Denying in Part Plaintiffs' Motion for an Award of Attorneys' Fees, Litigation Expenses, and Service Awards, ECF No. 418; and (4) Entering Judgment

**APPENDIX A**

1. Audra M. Lane and Scott K. Lane – 13-3610 Kuponon Street, Pahoa, HI 96778
2. Bob Peck and Mitsue N. Peck – 13-3456 Kaupili Street, Pahoa, HI 96778
3. Don Keith Doughty and Carolee Doughty – 13-3338 Nohea Street, Pahoa, HI 96778
4. Elwood Andy Andrews and Pamela Jean Andrews – 13-1196 Kahukai Street, Pahoa, HI 96778
5. Gary Lynn Cordell and Marie Travis Cordell – 13-3372 Kaupili Street, Pahoa, HI 96778
6. Haven Hart and Laura J. McDonnell – 13-3538 Luana Street, Pahoa, HI 96778
7. Janet Elaine Montrose and Daniel Roy Bautista – 13-3488 Nohea Street, Pahoa, HI 96778
8. Jason Evans – 13-672 Kahukai Street, Pahoa, HI 96778
9. Joan Elizabeth Denn – 13-3970 Lauone Street, Pahoa, HI 96778
10. John Giltz and Melissa Giltz – 13-3463 Hapu'u Street, Pahoa, HI 96778
11. John Michael Clemmons and Jodette Clemmons – 13-3491 Nohea Street, Pahoa, HI 96778
12. Jozsef Szuromi and Valeria Nagy – 13-1200 Malama Street, Pahoa, HI 96778
13. Lawrence G. MacKnight – 13-910 Malama Street, Pahoa, HI 96778
14. Lisa Gribi and Robert Gribi – 13-3966 Lauone Street, Pahoa, HI 96778
15. Mark Bishop and Jennifer Bishop – 13-3574 Makamae Street, Pahoa, HI 96778
16. Michael J. Power and Martha A. Power – 13-633 Kahukai Street, Pahoa, HI 96778

17. Monika Franziska Nauen – 13-3629 Nohea Street, Pahoia, HI 96778
18. Neal White – 13-3593 Kupono Street, Pahoia, HI 96778
19. Nicole K. Stallard and Zachary M. Stump – 13-3358 Hookupu Street, Pahoia, HI 96778
20. Philip Jon Haysmer and Lanell D. Haysmer – 13-3543 Luana Street, Pahoia, HI 96778
21. Richard Bautista and Diane Bautista – 13-3476 Nohea Street, Pahoia, HI 96778
22. Richard Cannon and Kristi Cannon – 13-3503 Nohea Street, Pahoia, HI 96778
23. Robert Golden and Konrad Kumorkiewicz – 13-860 Malama Street, Pahoia, HI 96778; 13-872 Malama Street, Pahoia, HI 96778
24. Ryan William Holder and Terri Lynn Holder – 13-4053 Lauone Street, Pahoia, HI 96778
25. Sara Wagner and Bryan Young – 13-1032 Kahukai Street, Pahoia, HI 96778
26. Shana L. Ritsema – 13-667 Hinalo Street, Pahoia, HI 96778
27. Stephen G. Fisher and Melinda B. Fisher – 13-839 Pohoiki Road, Pahoia, HI 96778
28. Susan Leigh Osborne – 13-3344 Mohala Street, Pahoia, HI 96778
29. Wendy Shenk and Benjamin Tabios (policyholder: Honua Real Estate Group LLC) – 13-927 Leilani Avenue, Pahoia, HI 96778
30. Michael W. Hale – 13-3385 Hookupu Street, Pahoia, Hawaii 96778; 13-3423 Hookupu Street, Pahoia, Hawaii 96778

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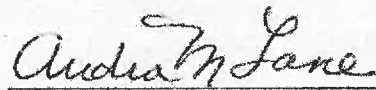
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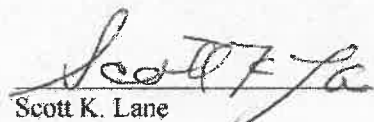
**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

We the undersigned, Audra M. Lane and Scott K. Lane, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

<u>Full Names:</u>	Audra M. Lane and Scott K. Lane
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<u>Phone Numbers:</u>	(530) 739-3762 / (530) 739-5326

  
\_\_\_\_\_  
Audra M. Lane

  
\_\_\_\_\_  
Scott K. Lane

Dated: 9/22/21

Dated: 9/22/2021

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**To Whom It May Concern:**

We the undersigned, Bob Peck and Mitsue N. Peck, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

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\_\_\_\_\_  
Bob Peck

  
\_\_\_\_\_  
Mitsue N. Peck

Dated: 10/2/21

Dated: 10-2-2021

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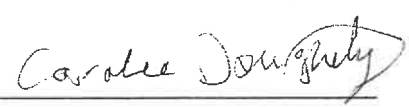
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To Whom It May Concern:

We the undersigned, Don Keith Doughty and Carolee Doughty, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

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\_\_\_\_\_  
Don Keith Doughty

  
\_\_\_\_\_  
Carolee Doughty

Dated: 10-11-21

Dated: 10-11-21

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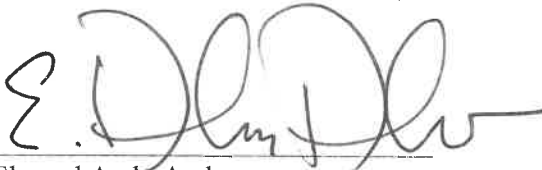
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

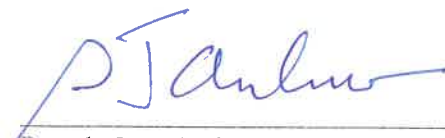
**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

We the undersigned, Elwood Andy Andrews and Pamela Jean Andrews, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Elwood Andy Andrews and Pamela Jean Andrews  
Mailing Address: 13-1196 Kahukai St., Pahoa, HI 96778  
Property Address: 13-1196 Kahukai St., Pahoa, HI 96778  
Email Address: [andy@cruzio.com](mailto:andy@cruzio.com)  
Phone Number: (808) 965-6125

  
Elwood Andy Andrews

  
Pamela Jean Andrews

Dated: 12/2/21

Dated: 12/2/21



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SCOTT+SCOTT ATTORNEYS  
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230 Park Avenue, 17th Floor  
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P. O. Box 382434  
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Gregory W. Kugle  
DAMON KEY LEONG  
KUPCHAK HASTERT, Law  
Corporation  
1003 Bishop Street, Suite 1600  
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CHONG, NISHIMOTO, SIA,  
NAKAMURA & GOYA LLLP  
1003 Bishop Street, Ste 2500  
Honolulu, Hawai'i 96813

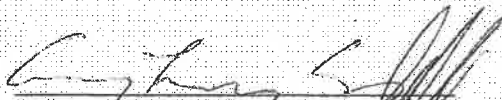
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

We the undersigned, Gary Lynn Cordell and Marie Travis Cordell, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Gary Lynn Cordell and Marie Travis Cordell  
Mailing Address: HC1 Box 5286, Keaau, HI 96749  
Property Address: 13-3372 Kaupili Street, Paho, HI 96778  
Email Addresses: garycordell@gmail.com / mariet.cordell@gmail.com  
Phone Numbers: (808) 747-5886 / (808) 747-5128

  
Gary Lynn Cordell

  
Marie Travis Cordell

Dated: 9.22-21

Dated: 9.22-21

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**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

We the undersigned, Haven Hart and Laura McDonnell, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

<u>Full Names:</u>	Haven Hart and Laura J. McDonnell
<u>Mailing Address:</u>	HC 2 Box 5701, Keaau, HI 96749
<u>Property Address:</u>	13-3538 Luana St., Pahoa, HI 96778
<u>Email Address:</u>	<a href="mailto:Drinkpurewater@rocketmail.com">Drinkpurewater@rocketmail.com</a>
<u>Phone Number:</u>	(808) 896-2813

  
Haven Hart

  
Laura J. McDonnell

Dated: 9-17-21

Dated: Sept. 17, 2021

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LLC  
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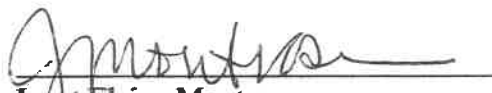
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

We the undersigned, Janet Elaine Montrose and Daniel Roy Bautista, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Janet Elaine Montrose and Daniel Roy Bautista  
Mailing Address: P.O. Box 780, Pahoa, HI 96778  
Property Address: 13-3488 Nohea Street, Pahoa, HI 96778  
Email Address: Janetmontrose@yahoo.com  
Phone Number: (808) 430-3338

  
Janet Elaine Montrose

  
Daniel Roy Bautista

Dated: 9.23.2021

Dated: 9.23.2021

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Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I, Jason Evans, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

Full Name: Jason Evans  
Mailing Address: 16-566 Keaau-Pahoa Rd., Ste. 188 PMB 616, Keaau, HI 96749  
Property Address: 13-672 Kahukai St., Pahoa, HI 96778  
Email Address: jde1971@hotmail.com  
Phone Number: (808) 990-8766

  
\_\_\_\_\_  
Jason Evans

Dated: 10/6/2021

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& STIFEL LLP  
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NAKAMURA & GOYA LLLP  
1003 Bishop Street, Ste 2500  
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Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I, Joan Elizabeth Denn, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

Full Name: Joan Elizabeth Denn  
Mailing Address: P.O. Box 992, Mountain View, HI 96771  
Property Address: 13-3970 Lauone St., Pahoia, HI 96778  
Email Address: None  
Phone Number: (808) 315-5887

  
Joan Elizabeth Denn

Dated: 5 Oct '21

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AT LAW LLP  
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New York, New York 10169

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Gregory W. Kugie  
DAMON KEY LEONG  
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WALKER WILCOX  
MATOUSEK LLP  
One North Franklin, Suite 3200,  
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Paul Alston  
DENTONS US LLP  
1001 Bishop Street, Suite 1800  
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Lemes N. Omuro  
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& STIFEL LLP  
999 Bishop Street, Suite 1600  
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Steven L. Goto  
CHONG, NISHIMOTO, SIA,  
NAKAMURA & GOYA L.L.P.  
1003 Bishop Street, Ste 2500  
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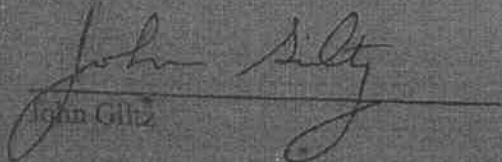
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

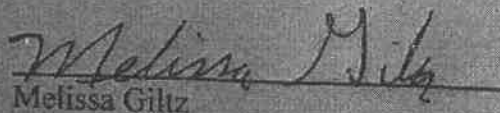
**RE: REQUEST FOR EXCLUSION - Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)**

To Whom It May Concern:

We the undersigned, John Giltz and Melissa Giltz, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: John Giltz and Melissa Giltz  
Mailing Address: PO Box 1790 Pahoia, HI 96778  
Property Address: 13-3463 Hapu'u St., Pahoia, HI 96778  
Email Addresses: skylark64@gmx.com  
Phone Number: (808) 209-~~6474~~  
9243

  
John Giltz

  
Melissa Giltz

Dated: 11-29-21

Dated: 11-29-21

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New York, New York 10169

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DAMON KEY LEONG  
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One North Franklin, Suite 3200,  
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Paul Alston  
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Lennes N. Omuro  
GOODSILL ANDERSON  
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& STIFEL LLP  
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CHONG, NISHIMOTO, SIA,  
NAKAMURA & GOYA LLP  
1003 Bishop Street, Ste 2500  
Honolulu, Hawai'i 96813

Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I, John Michael Clemmons, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

**Full Name:** John Michael Clemmons  
**Mailing Address:** 13-3491 Nohea St., Pahoa, HI 96778  
**Property Address:** 13-3491 Nohea St., Pahoa, HI 96778  
**Email Address:** [A462765@gmail.com](mailto:A462765@gmail.com)  
**Phone Number:** (425) 591-1592

  
John Michael Clemmons

Dated: 9/28/2021

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700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I, Jodette Clemmons, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

Full Name: Jodette Clemmons  
Mailing Address: 7711 S 2325 E, Cottonwood Heights, UT 84121  
Property Address: 13-3491 Nohea St., Pahoa, HI 96778.  
Email Address: [A462765@gmail.com](mailto:A462765@gmail.com)  
Phone Number: (425) 761-7656

  
Jodette Clemmons

Dated: 9-28-2021



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DAMON KEY LEONG  
KUPCHAK HASTERT, Law  
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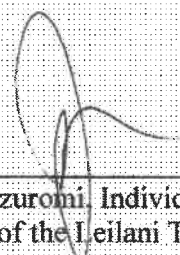
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)**

To Whom It May Concern:

- I, Jozsef Szuromi, Individually, and as Trustee of the Leilani Trust Dated April 24, 2019, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Name: Jozsef Szuromi  
Mailing Address: 13-1200 Malama St., Pahoa HI 96778  
Property Address: 13-1200 Malama St., Pahoa HI 96778  
Email Address: jozsef.szuromi@yahoo.com  
Phone Number: (808) 339-5084

  
\_\_\_\_\_  
Jozsef Szuromi, Individually, and as  
Trustee of the Leilani Trust Dated April 24, 2019

Dated: 10-4-2021

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c/o RG/2 Claims Administration  
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Philadelphia, PA 19102-9479

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DAMON KEY LEONG  
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1003 Bishop Street, Ste 2500  
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700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)**

To Whom It May Concern:

We the undersigned, Jozsef Szuromi and Valeria Nagy, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Jozsef Szuromi and Valeria Nagy  
Mailing Address: 13-1200 Malama St., Pahoa HI 96778  
Property Address: 13-1200 Malama St., Pahoa HI 96778  
Email Address: jozsef.szuromi@yahoo.com  
Phone Number: (808) 339-5084

  
\_\_\_\_\_  
Jozsef Szuromi

  
\_\_\_\_\_  
Valeria Nagy

Dated: 12-2-2021

Dated: 12-2-2021

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Joseph P. Guglielmo  
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1003 Bishop Street, Ste 2500  
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Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
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Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I, Lawrence G. MacKnight, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Name: Lawrence G. MacKnight  
Mailing Address: 2521 2nd Street, E. Wenatchee, WA 98802  
Property Address: 13-910 Malama Street, Pahoia, HI 96778  
Email Address: Lmack@Lmack.com  
Phone Number: (808) 938-8189

  
Lawrence G. MacKnight

Dated: 11/17/2021

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700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

**To Whom It May Concern:**

I, Lisa Gribi, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

<u>Full Name:</u>	Lisa Gribi
<u>Mailing Address:</u>	P.O. Box 53, Miranda, CA 95553
<u>Property Address:</u>	13-3966 Lauone St., Pahoa, HI 96778
<u>Email Address:</u>	<a href="mailto:lisa.gribi@gmail.com">lisa.gribi@gmail.com</a>
<u>Phone Number:</u>	(707) 223-5953



Lisa Gribi

Dated: 10/06/21

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c/o RG/2 Claims Administration  
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Honolulu, Hawai'i 96813

RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*

To Whom It May Concern:

I, Robert Gribi, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

<u>Full Name:</u>	Robert Gribi
<u>Mailing Address:</u>	P.O. Box 612, Miranda, CA 95553
<u>Property Address:</u>	13-3966 Lauone St., Pahoa, HI 96778
<u>Email Address:</u>	robertgribi4@gmail.com
<u>Phone Number:</u>	(707) 932-0268

Robert Gribi  
Robert Gribi

Dated: 11/20/21

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700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

We the undersigned, Mark Bishop and Jennifer Bishop, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

<u>Full Names:</u>	Mark Bishop and Jennifer Bishop
<u>Mailing Address:</u>	29842 County Rd. 30, P.O. Box 444, Harmony, MN 55939
<u>Property Address:</u>	13-3574 Makamae Street, Pahoia, HI 96778
<u>Email Address:</u>	mjbbishop85@gmail.com
<u>Phone Numbers:</u>	(507) 951-7185 / (507) 254-5213

  
Mark Bishop

  
Jennifer Bishop

Dated: 12/1/2021

Dated: 12/1/2021

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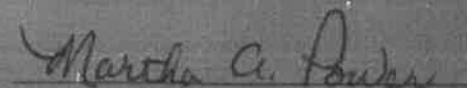
RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*

To Whom It May Concern:

We the undersigned, Michael J. Power and Martha A. Power, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

Full Names: Michael J. Power and Martha A. Power  
Mailing Address: 2804 Wakonda Drive, Fort Collins, CO 80521  
Property Address: 13-633 Kahukai St., Pahoa, HI 96778  
Email Addresses: mooniac76q@hotmail.com / mpowerarty@gmail.com  
Phone Numbers: (970) 412-2689/ (970) 412-4250

  
\_\_\_\_\_  
Michael J. Power

  
\_\_\_\_\_  
Martha A. Power

Dated: 12/2/21

Dated: 12-2-2021

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**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

**To Whom It May Concern:**

I, Monika Franziska Nauen, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:-

**Full Name:** Monika Franziska Nauen  
**Mailing Address:** P.O. Box 186, Papaaloo, HI 96780  
**Property Address:** 13-3629 Nohea Street, Pahoa, HI 96778  
**Email Address:** moninauen@gmail.com  
**Phone Number:** (808) 769-2242

  
\_\_\_\_\_  
Monika Franziska Nauen

Dated: 10/16/21



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c/o RG/2 Claims Administration  
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Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I the undersigned, Neal White, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Name: Neal White  
Mailing Address: 955 N. Duesenberg Drive apt. 3118. Ontario, CA. 91764.  
Property Address: 13-3593 Kuponon Street, Paha, HI 96778  
Email Address: nmwhite@hotmail.com  
Phone Number: (909) 776-6989



Neal White

Dated: 03 December 2021

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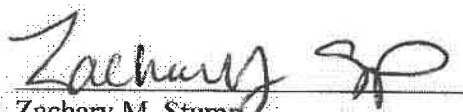
**RE: REQUEST FOR EXCLUSION - Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)**

To Whom It May Concern:

We the undersigned, Nicole K. Stallard and Zachary M. Stump, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

<u>Full Names:</u>	Nicole K. Stallard and Zachary M. Stump
<u>Mailing Address:</u>	32616 South Verna Street, Woodburn, OR 97071
<u>Property Address:</u>	13-3358 Hookupu Street, Pahoia, HI 96778
<u>Email Addresses:</u>	nicolestallard@yahoo.com / z.s.808email@gmail.com
<u>Phone Numbers:</u>	(808) 854-6280 / (808) 854-6364

  
\_\_\_\_\_  
Nicole K. Stallard

  
\_\_\_\_\_  
Zachary M. Stump

Dated: 9/26/21

Dated: 9-26-21

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NAKAMURA & GOYA LLP  
1003 Bishop Street, Ste 2500  
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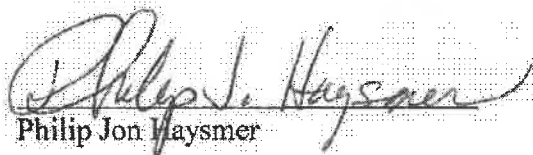
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

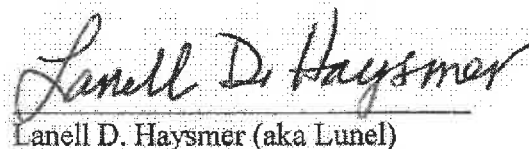
**RE: REQUEST FOR EXCLUSION - Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)**

To Whom It May Concern:

We the undersigned, Philip Jon Haysmer and Lanell D. Haysmer (aka Lunel), hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Philip Jon Haysmer and Lanell D. Haysmer (aka Lunel)  
Mailing Address: 11-3949 Nahelenani #582, Volcano, HI 96785  
Property Address: 13-3543 Luana St. Pahoa, HI 96778  
Email Address: [haysmer@sonic.net](mailto:haysmer@sonic.net)  
Phone Number: (808) 731-6271

  
Philip Jon Haysmer

  
Lanell D. Haysmer (aka Lunel)

Dated: 9/21/2021

Dated: 9/21/2021

# REQUEST FOR EXCLUSION

September 20, 2021

Lloyd's Lava Settlement  
c/o RG/2 Claims Administration LLC  
PO BOX 59479  
Philadelphia PA 19102-9479  
[info@rg2claims.com](mailto:info@rg2claims.com)

Joseph P. Guglielmo  
Scott+Scott Attorneys at Law  
230 Park Avenue 17<sup>th</sup> Floor  
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[jguglielmo@scott-scott.com](mailto:jguglielmo@scott-scott.com)

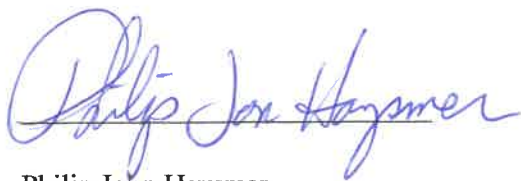
David E. Walker  
Walker Wilcox Matousek LLP  
One N. Franklin, Suite 3200  
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[dwalker@walkerwilcox.com](mailto:dwalker@walkerwilcox.com)

*Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*

Philip Jon Haysmer  
PO Box 582  
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808 731 6271

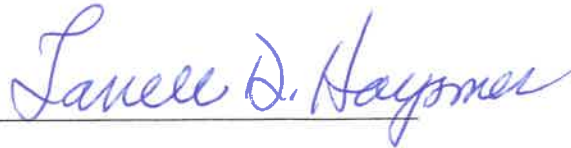
Lanell D. Haysmer (aka Lunel)  
PO Box 582  
11-3949 Nahelenani  
Volcano HI 96785  
[haysmer@sonic.net](mailto:haysmer@sonic.net)  
808 731 6271

We have decided to opt-out of the above referenced settlement and are hereby making a request for exclusion.



Philip Jon Haysmer

Date: 9/20/21



Lanell D. Haysmer

Date: 9/20/2021

Cc: Jeff Foster, Kirk Wood Attorneys at Law

Note: Mailed INDIVIDUALLY to each of the above three entities.

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Lloyd's Lava Settlement  
c/o RG/2 Claims Administration  
LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Joseph P. Guglielmo  
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**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

We the undersigned, Richard Bautista and Diane Bautista, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Richard Bautista and Diane Bautista  
Mailing Address: 391 East Bellerive Place, Chandler, AZ 85249  
Property Address: 13-3476 Nohea Street, Pahoa, HI 96778  
Email Addresses: rbautista07@outlook.com  
Phone Number: (602) 828-8840

  
Richard Bautista

  
Diane Bautista

Dated: 11/26/21

Dated: 11/26/2021

*Sent Via First Class USPS Mail To:*

Lloyd's Lava Settlement  
c/o RG/2 Claims Administration  
LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Joseph P. Guglielmo  
SCOTT+SCOTT ATTORNEYS  
AT LAW LLP  
230 Park Avenue, 17th Floor  
New York, New York 10169

E. Kirk Wood  
WOOD LAW FIRM, LLC  
P. O. Box 382434  
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2434

Gregory W. Kugle  
DAMON KEY LEONG  
KUPCHAK HASTERT, Law  
Corporation  
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David E. Walker  
WALKER WILCOX  
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Lenes N. Omuro  
GOODSILL ANDERSON  
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1003 Bishop Street, Ste 2500  
Honolulu, Hawai'i 96813


Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

**To Whom It May Concern:**

We the undersigned, Richard Cannon and Kristi Cannon, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Richard Cannon and Kristi Cannon  
Mailing Address: HC2 Box 6204 Keaau, HI 96749  
Property Address: 13-3503 Nohea St., Pahoa, HI 96778  
Email Addresses: rgcannon79@yahoo.com  
Phone Number: (808).212-8199

  
Richard Cannon

  
Kristi Cannon

Dated: 11-27-2021

Dated: \_\_\_\_\_

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**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

**To Whom It May Concern:**

We the undersigned, Robert Golden and Konrad Kumorkiewicz, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

<u>Full Names:</u>	Robert Golden and Konrad Kumorkiewicz
<u>Mailing Address:</u>	13-872 Malama Street, Paho, HI 96778
<u>Property Addresses:</u>	13-860 Malama Street, Paho, HI 96778 13-872 Malama Street, Paho, HI 96778
<u>Email Addresses:</u>	rgolden46@gmail.com / kkumorkiewicz@gmail.com
<u>Phone Numbers:</u>	(917) 447-3700 / (917) 215-4245

  
Robert Golden

  
Konrad Kumorkiewicz

Dated: 9/24/21

Dated: 09/24/21

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DAMON KEY LEONG  
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700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)**

To Whom It May Concern:

We the undersigned, Ryan William Holder and Terri Lynn Holder, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Ryan William Holder and Terri Lynn Holder  
Mailing Address: 31750 County Road 309, Advance, MO 63730  
Property Address: 13-4053 Lauone Street, Pahoa, HI 96778  
Email Addresses: WebHolders@hotmail.com / TerriHolder3@yahoo.com  
Phone Numbers: (253) 224-0216 / (253) 226-8604

  
Ryan William Holder

  
Terri Lynn Holder

Dated: 9-29-2021

Dated: 9-29-2021



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35238-2434

Gregory W. Kugle  
DAMON KEY LEONG  
KUPCHAK HASTERT, Law  
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WALKER WILCOX  
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One North Franklin, Suite 3200,  
Chicago, Illinois 60606

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Steven I. Goto  
CHONG, NISHIMOTO, SIA,  
NAKAMURA & GOYA LLP  
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Honolulu, Hawai'i 96813

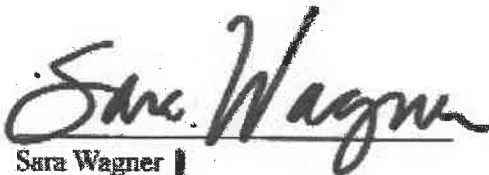
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

RE: **REQUEST FOR EXCLUSION** - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*

To Whom It May Concern:

I the undersigned, Sara Wagner, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

<u>Full Names:</u>	Sara Wagner
<u>Mailing Address:</u>	13-1032 Kahukai St., Pahoa, HI 96778
<u>Property Address:</u>	13-1032 Kahukai St., Pahoa, HI 96778
<u>Email Addresses:</u>	sara.anslow@gmail.com
<u>Phone Number:</u>	(808) 386-9882

  
Sara Wagner

Dated: Nov. 26, 2021

*Sent Via First Class USPS Mail To:*

Lloyd's Lava Settlement  
c/o RG/2 Claims Administration  
LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Joseph P. Guglielmo  
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DAMON KEY LEONG  
KUPCHAK HASTERT, Law  
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Matthew C. Shannon  
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700 Bishop Street, Suite 900  
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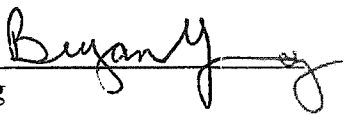
**RE: REQUEST FOR EXCLUSION -*Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

JAN 07 2022

I the undersigned, Bryan Young, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Name: Bryan Young  
Mailing Address: 109 Briarwood Dr., Clayton, NC 27520  
Property Address: 13-1032 Kahukai St., Pahoa, HI 96778  
Email Addresses: 2011 vrodmuscle@gmail.com  
Phone Number: (919) 750-2251

  
Bryan Young

Dated: 12-2-21

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c/o RG/2 Claims Administration  
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New York, New York 10169

E. Kirk Wood  
WOOD LAW FIRM, LLC  
P. O. Box 382434  
Birmingham, Alabama 35238-  
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Gregory W. Kugle  
DAMON KEY LEONG  
KUPCHAK HASTERT, Law  
Corporation  
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CHONG, NISHIMOTO, SIA,  
NAKAMURA & GOYA LLLP  
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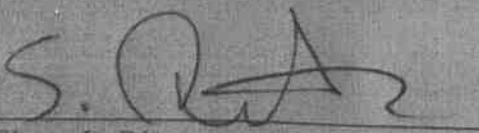
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I, Shana L. Ritsema, hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Name: Shana L. Ritsema  
Mailing Address: P.O. Box 1320, Pahoa, HI 96778  
Property Address: 13-667 Hinalo Street, Pahoa, HI 96778  
Email Address: shanaritsema@yahoo.com  
Phone Number: (808) 989-5450

  
Shana L. Ritsema

Dated: 9.23.21

*Sent Via First Class USPS Mail To:*

Lloyd's Lava Settlement  
c/o RG/2 Claims Administration  
LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Joseph P. Guglielmo  
SCOTT+SCOTT ATTORNEYS  
AT LAW LLP  
230 Park Avenue, 17th Floor  
New York, New York 10169

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WOOD LAW FIRM, LLC  
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Gregory W. Kugle  
DAMON KEY LEONG  
KUPCHAK HASTERT, Law  
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Lennes N. Omuro  
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999 Bishop Street, Suite 1600  
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Steven L. Goto  
CHONG, NISHIMOTO, SIA,  
NAKAMURA & GOYA LLLP  
1003 Bishop Street, Ste 2500  
Honolulu, Hawai'i 96813

Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813


**RE: REQUEST FOR EXCLUSION - Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)**

To Whom It May Concern:

We the undersigned, Stephen G. Fisher and Melinda B. Fisher, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Names: Stephen G. Fisher and Melinda B. Fisher  
Mailing Address: 16-566 Keaau-Pahoa Rd., Ste. 188-288, Keaau, HI 96749  
Property Address: 13-839 Pohoiki Rd., Pahoa, HI 96778  
Email Address: stephenfisher60@gmail.com  
Phone Number: (214) 673-0509

  
\_\_\_\_\_  
Stephen G. Fisher

  
\_\_\_\_\_  
Melinda B. Fisher

Dated: 9/24/21

Dated: 9/24/21

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Lloyd's Lava Settlement  
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LLC  
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**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

To Whom It May Concern:

I, Susan Leigh Osborne (a/k/a Susan Osborn), hereby convey my intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

Full Name: Susan Leigh Osborne (a/k/a Susan Osborn)  
Mailing Address: 171 Halai Street, Hilo, HI 96720  
Property Address: 13-3344 Mohala Street, Pahoa, HI 96778  
Email Address: halai96720@gmail.com  
Phone Number: (808) 640-3439

*Susan Leigh Osborne*

Susan Leigh Osborne (a/k/a Susan Osborn)

Dated: September 27th, 2021

*Sent Via First Class USPS Mail To:*

Lloyd's Lava Settlement  
c/o RG/2 Claims Administration  
LLC  
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Philadelphia, PA 19102-9479

Joseph P. Guglielmo  
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1003 Bishop Street, Ste 2500  
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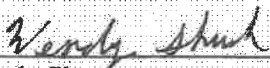
Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai'i 96813

**RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)***

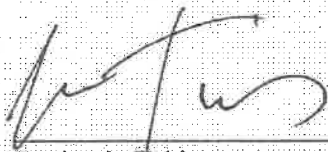
To Whom It May Concern:

We the undersigned, Wendy Shenk and Benjamin Tabios, as Members with authority to bind Honua Real Estate Group LLC, a Hawai'i Limited Liability Company, hereby convey its intention to be excluded as a class member, and otherwise opt-out, of the case entitled Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.). The contact information required in the notice is as follows:

<u>Policyholder:</u>	Honua Real Estate Group LLC
<u>Full Names of Officers:</u>	Wendy Shenk and Benjamin Tabios
<u>Mailing Address:</u>	12-7134 Waioleka St., Pahoa, HI 96778
<u>Property Address:</u>	13-927 Leilani Ave., Pahoa, HI 96778
<u>Email Address:</u>	alohafromwendy@yahoo.com
<u>Phone Number:</u>	(808) 483-0933

  
\_\_\_\_\_  
Wendy Shenk  
Member/Manager

Dated: 9/24/21

  
\_\_\_\_\_  
Benjamin Tabios  
Member/Manager

Dated: 9/24/21

LAW OFFICES OF  
**STANLEY H. ROEHRIG**  
ATTORNEY AT LAW  
A Law Corporation  
101 AUPUNI STREET, SUITE 124  
HILO, HAWAII 96720  
TELEPHONE: (808) 969-1441  
stan@roehriglaw.com

October 8, 2021

Joseph P. Guglielmo  
SCOTT & SCOTT, AAL, LLP  
230 Park Avenue, 17<sup>th</sup> Floor  
New York, New York 10169

Paul Alston  
DENTONS US, LLP  
1001 Bishop Street, Suite 1800  
Honolulu, Hawai`i 96813

E. Kirk Wood  
WOOD LAW FIRM, LLC  
P. O. Box 382434  
Birmingham, Alabama 35238-2434

Lennes Omuro  
GOODSILL ANDERSON QUINN &  
STIFEL, LLP  
999 Bishop Street, Suite 1600  
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Gregory W. Kugle  
DAMON KEY LEONG,  
KUPCHAK HASTERT, ALC  
1003 Bishop Street, Suite 1600  
Honolulu, Hawai`i 96813

Steven L. Goto  
CHONG, NISHIMOTO, SIA  
NAKAMURA & GOYA, LLP  
1003 Bishop Street, Suite 2500  
Honolulu, Hawai`i 96813

David E. Walker  
WALKER WILCOX MATOUSEK, LLP  
One North Franklin, Suite 3200  
Chicago, Illinois 60606

Matthew C. Shannon  
BAYS LUNG ROSE VOSS  
700 Bishop Street, Suite 900  
Honolulu, Hawai`i 96818

Re: *Aguilina, et al v. Certain Underwriters at Lloyd's, London, et al*  
No. 18-cv-00496-ACK-KJM (d. Haw.)

Name of Parties **Requesting Exclusion** from Settlement:

1. Michael W. Hale  
Mailing Address: c/o Stanley H. Roehrig, ALC  
101 Aupuni Street, Suite 124  
Hilo, Hawai`i 96720  
Property Address: 13-3385 Hookupu Street  
Pahoa, Hawaii 96778

STANLEY H. ROEHRIG

---

October 8, 2021  
Page 2

Email: stan@roehriglaw.com  
Telephone: (808) 969-1441

2. Michael W. Hale  
Mailing Address: c/o Stanley H. Roehrig, ALC  
101 Aupuni Street, Suite 124  
Hilo, Hawai'i 96720  
Property Address: 13-3423 Hookupu Street  
Pahoa, Hawaii 96778  
Email: stan@roehriglaw.com  
Telephone: (808) 969-1441

Counsel:

By this letter, you are hereby notified that the three sets of clients above identified plaintiffs in Third Circuit Civil No. 19-1-0143 (Hale I); Third Circuit Civil No 3CCV-20-0000137 (Hale II), and Third Circuit Civil No. 3CCV-20-0000144 (Dencker), consolidated under Civil No. 19-1-0143, **are electing to opt out of the above-referenced Class Action Settlement, *Aguilina, et al v. Certain Underwriters at Lloyd's, London, et al***, No. 18-cv-00496-ACK-KJM (D. Haw.)

It appears from the face of the policy on the Dencker property at Kapoho Beach Road that the Denckers do not have a lava exclusion. However, there may be a lava exclusion in one or more of their Lloyd's Underwriters policies they were issued between 2012 and 2018.

There are lava exclusions on the Hale properties.

Very truly yours,



Stanley H. Roehrig  
Attorney for the  
Above-identified Plaintiffs



**APPENDIX B**

1. Gabriel Compere and Kumiko Compere – 12-7235 Namohala Street, Pahoia,  
Hawaii 96778
2. Gregory C. Dencker, Carol K. Dencker, and Champagne Cove, LLC – 14-  
5035 Kapoho Beach Road, Pahoia Hawaii 96778

Lloyd's Lava Settlement  
c/o RG/2 Claims Administration  
LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

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RE: REQUEST FOR EXCLUSION - *Aquilina, et al. v. Certain Underwriters at Lloyd's  
London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*

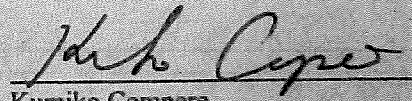
To Whom It May Concern:

JAN 07 2022

We the undersigned, Gabriel Compere and Kumiko Compere, hereby convey our intention to be excluded as class members, and otherwise opt-out, of the case entitled *Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al., No. 18-cv-00496-ACK-KJM (D. Haw.)*. The contact information required in the notice is as follows:

Full Names: Gabriel Compere and Kumiko Compere  
Mailing Address: 12-7235 Namohala Street, Pahoa, HI 96778  
Property Address: 12-7235 Namohala Street, Pahoa, HI 96778  
Email Addresses: gabrielcompere@aol.com / kumi0107@hotmail.com  
Phone Number: (718) 688-4511

  
\_\_\_\_\_  
Gabriel Compere

  
\_\_\_\_\_  
Kumiko Compere

Dated: 12/3/2021

Dated: 12/13/2021

LAW OFFICES OF  
**STANLEY H. ROEHRIG**  
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A Law Corporation  
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HILO, HAWAII 96720  
TELEPHONE: (808) 969-1441  
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October 8, 2021

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Re: *Aguilina, et al v. Certain Underwriters at Lloyd's, London, et al*  
No. 18-cv-00496-ACK-KJM (d. Haw.)

Name of Parties **Requesting Exclusion** from Settlement:

1.

**STANLEY H. ROEHRIG**

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October 8, 2021

Page 2

2.

3. Gregory C. Dencker, Carol K. Dencker, and Champagne Cove, LLC

Mailing Address: c/o Stanley H. Roehrig, LLC  
101 Aupuni Street, Suite 124  
Hilo, Hawai`i 96720

Property Address: 14-5035 Kapoho Beach Road  
Pahoa, Hawai`i 96778

Email: stan@roehriglaw.com

Telephone: (808) 969-1441

Counsel:

By this letter, you are hereby notified that the three sets of clients above identified plaintiffs in Third Circuit Civil No. 19-1-0143 (Hale I); Third Circuit Civil No 3CCV-20-0000137 (Hale II), and Third Circuit Civil No. 3CCV-20-0000144 (Dencker), consolidated under Civil No. 19-1-0143, **are electing to opt out of the above-referenced Class Action Settlement, *Aguilina, et al v. Certain Underwriters at Lloyd's, London, et al***, No. 18-cv-00496-ACK-KJM (D. Haw.)

It appears from the face of the policy on the Dencker property at Kapoho Beach Road that the Denckers do not have a lava exclusion. However, there may be a lava exclusion in one or more of their Lloyd's Underwriters policies they were issued between 2012 and 2018.

There are lava exclusions on the Hale properties.

Very truly yours,



Stanley H. Roehrig  
Attorney for the  
Above-identified Plaintiffs