

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII**

If you purchased a surplus lines insurance policy for a residential property located in Lava Zone 1 on the Island of Hawai‘i with a Lava Exclusion at any time during the period of January 1, 2012 through and including May 4, 2018 that was brokered through Monarch and underwritten and/or subscribed to by Underwriters, you are eligible to receive a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

- Defendants Lloyd’s Syndicates 2003, 318, 4020, 2121, 2007, 1183, 1729, and 510 (collectively, “Underwriters”), Borisoff Insurance Services, Inc. d/b/a Monarch E&S Insurance Services, Specialty Program Group, LLC d/b/a SPG Insurance Solutions, LLC (collectively, “Monarch”), Aloha Insurance Services, Inc. (“Aloha”), and Ilikea LLC d/b/a Moa Insurance Services Hawaii (“Moa”) (and together with Aloha, Monarch, and Underwriters, “Defendants”) have agreed to settle a class action brought by Plaintiffs on behalf of themselves and a putative class of individuals who purchased a residential surplus lines insurance policy for a residential property located in Lava Zone 1 on the island of Hawai‘i with a Lava Exclusion at any time during the period of January 1, 2012 through and including May 4, 2018 (the “Class Period”) that was brokered through Monarch and underwritten and/or subscribed to by Underwriters.
- The lawsuit—*Aquilina v. Certain Underwriters at Lloyd’s London, et al.*, No. 18-cv-00496-ACK-KJM (D. Haw.)—arises from the purchase of surplus lines homeowners’ insurance for residential properties located in Lava Zone 1 on the Island of Hawai‘i that was brokered by Monarch and was underwritten and/or subscribed to by Underwriters that contained an exclusion for the peril of lava and/or lava flow.
- The lawsuit asserts claims for violations of HRS §§480-1, *et seq.* (as to all Defendants), breach of the implied covenant of good faith and fair dealing (as to Underwriters), and negligence and unjust enrichment (as to Moa and Aloha). The lawsuit primarily alleges that Defendants violated the diligent search requirement of the Hawai‘i Surplus Lines Act. Defendants deny these allegations, any wrongdoing, and that they are liable in any amount to the affected individuals.
- The Settlement provides that Defendants have agreed to pay \$1.8 million dollars into a common fund which will be used to pay all Class Member distributions, and any Court-approved reasonable Plaintiffs’ attorneys’ fees and expenses, Settlement Administrator’s costs and expenses, and Plaintiffs’ Service Awards up to \$2,500 to each of the two sets of Plaintiffs (for a maximum total of \$5,000). Certain Defendants also have agreed to pay up to an additional \$50,000 to defray the Settlement Administrator’s costs and expenses.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	<p>If you do nothing, you automatically will receive a cash payment. No specific documentation is required. If you do nothing, you also will forfeit your right to sue or bring any claim against Defendants and/or Releasees related to the Released Claims as defined in Section 9 of the Settlement.</p> <p>The Release in the Settlement specifically provides that certain claims are included in the Release and others are not. If you have any questions as to whether the Release applies to any claim you have made in any other lawsuit, including any State Court Lawsuit (as defined in the Settlement Agreement), please review Section 9 of the Settlement Agreement.</p>
EXCLUDE YOURSELF	<p>If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Defendants for the same claims. This is the only option that leaves you the right to file your own lawsuit against Defendants and/or Releasees (defined in the Settlement Agreement) for the claims that are being resolved by the Settlement. In order to be effective, a</p>

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	request to be excluded from the Settlement must include all information required by the Settlement to confirm your identity as a Class Member.
OBJECT	You can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

Basic Information..... Page 4

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

Who is Part of the Settlement Page 5

5. How do I know if I am part of the Settlement?
6. Are there exceptions to being included?
7. I am still not sure if I am included.

The Settlement Benefits..... Page 6

8. What does the Settlement provide?
9. How much will my payment be?

How to Get a Payment..... Page 6-7

10. How can I get a payment?
11. When would I get my payment?
12. What am I giving up to get a payment or remain in the Settlement Class?

Excluding Yourself from the Settlement..... Page 7-9

13. How can I opt out of the Settlement?
14. If I don't opt out, can I sue Defendants for the same thing later?
15. If I exclude myself, can I get money from this Settlement?

The Lawyers and Individuals Representing You..... Page 9

16. Do I have a lawyer in the case?
17. How will the lawyers and individuals representing the Settlement Class be paid?

Objecting to the Settlement..... Page 9-11

18. How do I tell the Court that I do not like the Settlement?
19. What is the difference between objecting and excluding/opting out?

The Court's Final Approval Hearing..... Page 11-12

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to attend the hearing?

Questions? Visit www.Lloydslavasettlement.com

If You Do Nothing..... Page 12

22. What happens if I do nothing at all?

Getting More Information Page 12

23. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice?

You purchased a surplus lines insurance policy for a residential property located in Lava Zone 1 on the Island of Hawai‘i with a Lava Exclusion during the Class Period that was brokered through Monarch and underwritten and/or subscribed to by Underwriters. The term “Lava Exclusion” means an exclusion for the peril of lava and/or lava flow causing direct or indirect physical damage or loss of use of the insured property that was contained in a surplus lines homeowner’s insurance policy for a home located in Lava Zone 1 on the island of Hawai‘i. The term “Lava Zone 1” means the zone or area designated by the U.S. Geological Survey map on the island of Hawai‘i for volcanic hazard zones as having the highest risk of experiencing lava flow.

The Court authorized this notice because you have a right to know about your rights under a proposed class action settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a settlement administrator appointed by the Court will make the cash payments that the Settlement allows.

This package explains the lawsuits, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the litigation is the United States District Court for the District of Hawaii, and the Litigation is named *Aquilina, et al. v. Certain Underwriters at Lloyd’s London, et al.*, No. 18-cv-00496-ACK-KJM (D. Haw.). The individuals who sued are called “Plaintiffs,” and the entities they sued, Underwriters, Monarch, Aloha, and Moa, are the “Defendants.”

2. What is this lawsuit about?

The lawsuit—*Aquilina v. Certain Underwriters at Lloyd’s London, et al.*, No. 18-cv-00496-ACK-KJM (D. Haw.)—asserts claims on behalf of a class of individuals who purchased a Lloyd’s of London surplus lines insurance policy for a residential property located in Lava Zone 1 on the Island of Hawai‘i that was brokered through Monarch and underwritten and/or subscribed to by Underwriters and contains an exclusion for the peril of lava and/or lava flow. These claims include alleged violations of HRS §§480-1, et seq. (as to all Defendants), breach of the implied covenant of good faith and fair dealing (as to Underwriters), and negligence and unjust enrichment (as to Moa and Aloha). The lawsuit primarily alleges that Defendants violated the diligent search requirement of the Hawai‘i Surplus Lines Act. Defendants deny these allegations, any wrongdoing, and that they are liable in any amount to the affected individuals. The Court has not decided whether Defendants have any legal liability.

3. Why is this a class action?

In a class action, one or more persons called “class representatives” sue on behalf of themselves and other persons with similar claims. All of these persons together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the settlement class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. The Settlement is not an admission that Defendants did something wrong, but rather a compromise to end the lawsuit. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of litigation, a trial and related appeals, while providing benefits to members of the Settlement Class. Plaintiffs and Class Counsel think the Settlement is best for all Class Members.

WHO IS PART OF THE SETTLEMENT

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

You are a member of the Settlement Class and affected by the Settlement if:

- You purchased a surplus lines insurance policy for a residential property located in Lava Zone 1 on the Island of Hawai'i with a Lava Exclusion at any time during the period of January 1, 2012 through and including May 4, 2018 that was brokered through Monarch and underwritten and/or subscribed to by Underwriters.

Specifically *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.

6. Are there exceptions to being included?

If you exclude yourself from the Settlement, you are no longer part of the Settlement Class and will no longer be eligible to receive any of the Settlement benefits. This process of excluding yourself is also referred to as "opting out" of the Settlement which is explained in more detail below in question 13.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can contact Class Counsel:

Joseph P. Guglielmo
SCOTT+SCOTT ATTORNEYS AT LAW LLP
230 Park Avenue, 17th Floor
New York, New York 10169
Telephone: (212) 223-6444
Facsimile: (212) 223-6334
jguglielmo@scott-scott.com

E. Kirk Wood
WOOD LAW FIRM, LLC
P. O. Box 382434
Birmingham, Alabama 35238-2434
Telephone: (205) 908-4906
Facsimile: (866) 747-3905
ekirkwood1@bellsouth.net

Gregory W. Kugle
DAMON KEY LEONG KUPCHAK HASTERT, Law Corporation
1003 Bishop Street, Suite 1600
Honolulu, Hawai'i 96813
Telephone: (808) 531-8031
Facsimile: (808) 533-2242
gwk@hawaiiilawyer.com

You also may visit the Settlement Website www.Lloydslavasettlement.com for more information.

Questions? Visit www.Lloydslavasettlement.com

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, Defendants have agreed to pay \$1.8 million dollars into a common fund, which will be used to pay all Class Member distributions, and any Court-approved reasonable Plaintiffs' attorneys' fees and expenses, Settlement Administrator's costs and expenses, and Plaintiffs' Service Awards up to \$2,500 to each of the two sets of Plaintiffs (for a maximum total of \$5,000). Certain Defendants also have agreed to pay up to an additional \$50,000 to defray the Settlement Administrator's costs and expenses.

9. How much will my payment be?

If you do not "opt out" of the Settlement, you will automatically receive a proportion of the Net Settlement Fund based on the total premium dollar amount you paid during the Class Period compared to the total aggregate premium paid by all Class Members during the Class Period. No specific documentation is required.

HOW TO GET A PAYMENT

10. How can I get a payment?

To qualify for a payment, you do not need to do anything. No specific documentation is required. Defendants have provided to Class Counsel information regarding the total premium dollar amounts paid by Class Members during the Class Period, which will be used to compute your proportional payment under the Settlement. Based on Class Counsel's and their expert's review of the information, you will be eligible to receive at least 100% of the premium dollar amounts you paid during the Class Period. The specific amount will be determined after the Court approves the Settlement and the specific costs, expenses, attorneys' fees, and Service Awards have been deducted from the Settlement Fund.

To confirm or update your mailing address, please go to the Settlement website at www.Lloydslavasettlement.com, call the Settlement Administrator at (866) 742-4955, or write to the Settlement Administrator at:

Lloyd's Lava Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Email: info@rg2claims.com
Fax: 215-827-5551

11. When would I get my payment?

The Court will hold a hearing on March 3, 2022 at 10:00 am HT to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them takes time, perhaps years. Payments to Class Members will be made after the Settlement is finally approved and any appeals or other related proceedings have been completed as set forth in the Settlement Agreement. You may visit www.Lloydslavasettlement.com for updates on the progress of the Settlement. Please be patient.

Questions? Visit www.Lloydslavasettlement.com

12. What am I giving up to get a payment or remain in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue, or be part of any other lawsuit against, Defendants or Releasees (as defined in the Settlement) relating to the Released Claims. The specific claims you are giving up against Defendants and Releasees are described in the Settlement Agreement. The terms of the Releases are described in Section 9 of the Settlement Agreement. Read it carefully. The Settlement Agreement is available at www.Lloydslavasettlement.com. The Release in the Settlement specifically provides that certain claims are included in the Release and others are not.

For example, the Release includes claims predicated upon: (1) violation of Section 8:301 or Section 8:312(b) of the Hawai'i 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 defined in the Settlement) as a result of any alleged violations of Section 8:301 or Section 8:312(b) of the Hawai'i 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 Release does not extend to any allegations made against any non-settling parties, nor does it extend to any allegation made in the State Court Lawsuits (as defined in the Settlement) that are predicated upon alleged violations that were not alleged in the Complaints or not 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.

Please note that the Settlement provides that Defendants and Releasees will not use the existence of the Settlement, or the payment of any monies 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. See Section 13 of the Settlement. However, if you participate in this Settlement, you will not be able to recover damages based on the liabilities released in Section 9 of the Settlement.

If you have any questions, you can talk to Class Counsel listed in Question 13 for free, or you can, of course, talk to your own lawyer or have your lawyer speak with Class Counsel if you have questions about what this means.

If you want to keep your rights to sue or continue to sue Defendants based on claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class (*see* Questions 13-15).

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How can I opt out of the Settlement?

To exclude yourself from the Settlement, or "opt out," you must send a letter by U.S. Mail that includes the information in the bullet points below. If you fail to include this information, the notice of exclusion will be ineffective and you will be bound by the Settlement, including all Releases. Your request for exclusion must include:

- The name of this Litigation—*Aquilina, et al. v. Certain Underwriters at Lloyd's London, et al.*, No. 18-cv-00496-ACK-KJM (D. Haw.);

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- Your full name, mailing address, property address, email address, and phone number; and
- The words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

You must mail via first class postage prepaid United States mail the completed above-described letter, postmarked no later than December 6, 2021, to each of the following addresses:

Settlement Administrator

Lloyd’s Lava Settlement
 c/o RG/2 Claims Administration LLC
 P.O. Box 59479
 Philadelphia, PA 19102-9479
 Phone: (866) 742-4955
 Email: info@rg2claims.com
 Fax: 215-827-5551

Settlement Class Counsel

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 BAYS LUNG ROSE VOSS
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mshannon@legalthawaii.com

If you ask to be excluded, you will not get any payment as part of this Settlement, and you cannot object to this Settlement. You will not be legally bound by anything that happens in the Settlement and related proceedings. You may be able to sue (or continue to sue) Defendants in the future. If you object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself.

14. If I don’t opt out, can I sue Defendants for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Defendants and Releasees (as defined in the Settlement Agreement) for any Released Claims as defined in Section 9 of the Settlement. See Question 12 above.

If you have a pending lawsuit that asserts claims that may be Released by this Settlement, you should speak to your lawyer in that case to discuss your options. You or your lawyer can also talk to Class Counsel listed in Question 13 for free.

Please note that you must exclude yourself from this Settlement to continue to pursue any Released Claims against the Releasees. Remember, the exclusion deadline is December 6, 2021.

Although this Settlement will release any claims as defined in Section 9 of the Settlement, the Release does not extend to any allegations made against any non-settling parties, nor does it extend to any allegation made in the State Court Lawsuits (as defined in the Settlement) that are predicated upon alleged violations that were not alleged in the Complaints or not 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.

15. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive a payment.

THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

16. Do I have a lawyer in the case?

Yes. The Court appointed to represent you and other members of the Settlement Class the following law firms: Scott+Scott Attorneys at Law LLP, in New York, New York, Wood Law Firm, LLC in Birmingham, Alabama; and Damon Key Leong Kupchak Hastert in Hawai‘i (“Class Counsel.”). You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers and individuals representing the Settlement Class be paid?

Class Counsel initiated the lawsuits and prosecuted the litigation on behalf of the Plaintiffs and Class Members. Class Counsel worked on a contingent basis, which means that they would receive a fee only if the lawsuits were successful. None of the lawyers has yet received any payment for their time or expenses. If approved by the Court, the common fund will fund Class Counsel’s reasonable attorneys’ fees and expenses, Service Awards to each Settlement Class Representative (discussed next), and notice and settlement administration costs. Class Counsel intend to ask the Court to approve an award of reasonable attorneys’ fees, not to exceed 33.3% of the Settlement, and expenses.

The Settlement Class is represented by four named individuals (the “Plaintiffs”). In addition to the benefits that the Plaintiffs will receive as members of the Settlement Class—and subject to the approval of the Court—Defendants have agreed that the common fund will provide Service Awards of up to a maximum of \$2,500 to each of the two sets of Plaintiffs (*i.e.*, a maximum total of \$5,000) for the efforts that they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed Service Awards to the Plaintiffs at the Final Approval Hearing scheduled for March 3, 2022 at 10:00 am HT. Class Counsel will file an application for fees, expenses, and Service Awards no later than November 22, 2021. The application will be available on the Settlement Website (www.Lloydslavasettlement.com) or you can request a copy by contacting the Settlement Administrator (*see* Question 23).

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself and your objection will be deemed null and void.

Your objection must be in writing, and must include:

- The name of the Litigation: *Aquilina, et al. v. Certain Underwriters at Lloyd’s London, et al.*, No. 18-cv-

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00496-ACK-KJM (D. Haw.);

- Your full name, address, email address, and telephone number;
- An explanation of the basis for why you are a Class Member;
- Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- All grounds for the objection stated, with specificity, accompanied by any legal support for the objection;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, Class Counsel's request for attorney's fees, Service Awards, and/or notice and administration costs;
- The identity of all representatives (including counsel representing you) who will appear at the Final Approval Hearing;
- The number of times in which you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- The number of times in which your counsel and/or your counsel's law firm have objected to a class action settlement within the five years preceding the date that you filed the objection, the caption of each case in which the counsel or the firm has made such an objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- If you are represented by an attorney who intends to seek fees and expenses from anyone other than the objectors he or she represents, the objection should also include: (i) a description of the attorney's legal background and prior experience in connection with class action litigation; (ii) the amount of fees sought by the attorney for representing you and the factual and legal justification for the fees being sought; (iii) a statement regarding whether the fees being sought are calculated on the basis of a lodestar, contingency, or other method; (iv) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (v) the attorney's hourly rate;
- Any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between you or your counsel and any other person or entity;
- A description of all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness, and a copy of any documents or other non-oral material to be presented;
- A statement indicating whether you intend to personally appear and/or testify at the Final Approval Hearing;
- ***All other information specified in the Preliminary Approval Order*** (available on the settlement website, www.Lloydslavasettlement.com), and
- Your signature on the written objection.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, Class Counsel, **and** Defendants' counsel at the addresses set forth below. The objection must be electronically filed, or if mailed postmarked, no later than December 6, 2021.

Court

Clerk of the Court
 USDC, District of Hawaii
 Senior Judge Alan C. Kay
 United States Courthouse
 300 Ala Moana Blvd C-338
 Honolulu, HI 96850

Class Counsel

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 SCOTT+SCOTT ATTORNEYS
 AT LAW LLP
 230 Park Avenue, 17th Floor
 New York, New York 10169
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 P. O. Box 382434
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 steven.goto@hawadvocate.com

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

In addition, any Class Member who objects to the proposed Settlement Agreement may be required to appear for a deposition regarding the grounds for their objection, and must provide along with their objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date 7 days before the Final Approval Hearing.

19. What is the difference between objecting and excluding myself/opting out?
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Objecting is simply telling the Court that you don't like something about the Settlement. You can still obtain a Settlement payment and also object to the benefits provided by the Settlement or other terms of the Settlement only if you stay in the Settlement Class. Excluding yourself or "opting out" is telling the Court that you don't want to be included in the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?
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The Court will hold a Final Approval Hearing on March 3, 2022 at 10:00 am HT before Senior United States District Judge Alan C. Kay of the United States District Court for the District of Hawaii, at 300 Ala Moana Blvd C-338, Honolulu, HI 96850, or at such other time, location, and venue as the Court may Order. This hearing date and time may be moved. Please refer to the settlement website (www.Lloydslavasettlement.com) for notice of any changes.

Questions? Visit www.Lloydslavasettlement.com

By no later than November 22, 2021, Class Counsel shall file a motion for final approval of the Settlement and a motion for attorneys' fees, costs, expenses, and for Service Awards. Objectors, if any, shall file any response to Class Counsel's motions by December 6, 2021. By no later than January 20, 2022, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, expenses, and for Service Awards shall be filed.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Plaintiffs' lawyers will receive as attorneys' fees and costs and expenses; and whether to approve Service Awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

21. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you submitted your objection timely and in accordance with the requirements for objecting set out of the Settlement (*see* Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will remain a part of the Settlement Class and will automatically get a payment from the Settlement. Unless you exclude yourself, you will not be able to sue Defendants about the claims being resolved through this Settlement. See the Settlement Agreement, Section 9 for more details about the Releases.

If you do nothing, you will not impact any rights you have in any State Court Lawsuits you may have filed.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at www.Lloydslavasettlement.com.

Please do not contact the Court or Defendants with questions about the Settlement.