

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

Counsel for Plaintiffs

[Additional Counsel on Signature Page.]

**UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII**

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

Plaintiffs,

vs.

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

Defendants.

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

**REPLY MEMORANDUM
OF LAW IN SUPPORT OF
PLAINTIFFS'
UNOPPOSED MOTION
FOR FINAL APPROVAL
OF SETTLEMENT
AGREEMENT**

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

TABLE OF CONTENTS

- I. INTRODUCTION1
- II. ARGUMENT.....3
 - A. The Reaction of the Settlement Class Supports Final Certification of the Settlement Class3
 - B. The Reaction of the Settlement Class Supports Final Approval of the Settlement3
 - 1. Plaintiffs Allege a Strong Case in the Litigation4
 - 2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation and the Risk of Maintaining Class Action Status Throughout Trial Warrant Final Approval5
 - 3. The Amount Offered in Settlement Justifies Final Approval.....7
 - 4. The Extent of Discovery Completed and the Stage of the Proceedings Support Final Approval8
 - 5. Class Counsel, Based on Their Extensive Experience in Complex Litigation, Recommend Final Approval of the Settlement.....9
 - 6. There Is No Government Participant Present in the Litigation10
 - 7. The Reaction of the Class Members to the Settlement Warrants Final Approval.....10
 - C. The Court Should Finally Approve the Notice Program11
 - D. The Court Should Finally Approve the Distribution Plan13
- III. CONCLUSION.....14

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	3
<i>Aquilina v. Certain Underwriters at Lloyd’s London</i> , No. 1:18-CV-00496-ACK-KJM, 2021 WL 3611027 (D. Haw. Aug. 13, 2021)	<i>passim</i>
<i>Barcia v. Contain-A-Way, Inc.</i> , No. 07-cv-938, 2009 WL 587844 (S.D. Cal. Mar. 6, 2009).....	11
<i>Boyd v. Bechtel Corp.</i> , 485 F. Supp. 610 (N.D. Cal. 1979).....	10
<i>Brannon v. Household Int’l Inc.</i> , 236 F. App’x 285 (9th Cir. 2007)	12
<i>Chun Hoon v. McKee Foods Corp.</i> , 716 F. Supp. 2d 848 (N.D. Cal. 2010).....	10
<i>Comcast Corp. v. Behrend</i> , 569 U.S. 27 (2013).....	6
<i>Ellis v. Naval Air Rework Facility</i> , 87 F.R.D. 15 (N.D. Cal. 1980).....	9
<i>In re Anthem, Inc. Data Breach Litig.</i> , 327 F.R.D. 299 (N.D. Cal. 2018).....	11
<i>In re Processed Egg Prods. Antitrust Litig.</i> , 284 F.R.D. 278 (E.D. Pa. 2012).....	5
<i>Lane v. Facebook, Inc.</i> , 696 F.3d 811 (9th Cir. 2012)	11
<i>Lane v. Facebook, Inc.</i> , No. C 08-3845, 2010 WL 9013059 (N.D. Cal. Mar. 17, 2010), <i>aff’d</i> , 696 F.3d 811 (9th Cir. 2012).....	8

Martin v. Marriott Int’l, Inc.,
 No. CV 18-00494 JAO-RT, 2021 WL 4888973 (D. Haw. Oct. 19, 2021)3, 4

Schneider v. Chipotle Mexican Grill, Inc.,
 No. 16-CV-02200, 2020 WL 6484833 (N.D. Cal. Nov. 4, 2020).....11

Shin v. Plantronics, Inc.,
 No. 18-cv-05626, 2020 WL 1934893 (N.D. Cal. Jan. 31, 2020)11

Soule v. Hilton Worldwide, Inc.,
 No. CV 13-00652 ACK-RLP, 2015 WL 12827769
 (D. Haw. Aug. 25, 2015)7

Theodore Broomfield v. Craft Brew All., Inc.,
 No. 17-01027, 2020 WL 1972505 (N.D. Cal. Feb. 5, 2020).....11

Vinh Nguyen v. Radiant Pharms. Corp.,
 No. 11-cv-00406, 2014 WL 1802293 (C.D. Cal. May 6, 2014)4

In re Vitamins Antitrust Litig.,
 No. 99-197 TFH, 2000 WL 1737867 (D.D.C. Mar. 31, 2000)13

Willcox v. Lloyds TSB Bank, plc,
 No. CV 13-00508 ACK-RLP, 2016 WL 7238799
 (D. Haw. Dec. 14, 2026).....9

Statutes, Rules, and Regulations

H.R.S.§431:8-301(a).....6

Federal Rules of Civil Procedure

Rule 232, 12

Rule 23(a).....3

Rule 23(b)(3).....3

Rule 23(c)(2)1, 11

Rule 23(c)(2)(B).....11, 12

Rule 23(e)(1).....11, 12

Rule 23(e)(2)1

Rule 23(h)(1).....12

Rule 30(b)(1).....4, 8

Rule 30(b)(6).....4, 8

Plaintiffs¹ respectfully submit this Reply Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Final Approval of Settlement Agreement to resolve this Litigation alleging violations of Hawaii law relating to the offering, marketing, and sale of surplus lines insurance filed against Underwriters, Monarch, Aloha, and Moa. Plaintiffs respectfully request that the Court enter an order: (1) finally approving the proposed Settlement and the Distribution Plan; (2) finally approving the proposed Notice Program as satisfying Fed. R. Civ. P. 23(c)(2); (3) finally certifying the proposed Settlement Class; (4) excluding those Class Members that have opted out of the Settlement Class; and (5) releasing the Releasees from the Released Claims, as set forth in the proposed order and final judgment submitted herewith.

I. INTRODUCTION

Final approval is warranted where a court determines a proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2); *see also Aquilina v. Certain Underwriters at Lloyd's London*, No. 1:18-CV-00496-ACK-KJM, 2021 WL 3611027, at *4 (D. Haw. Aug. 13, 2021) ("PAO"). As stated in Plaintiffs' Final Approval Brief (ECF No. 443), and subsequently confirmed by the lack of objections by Class Members, the Settlement satisfies this standard and warrants final approval.

¹ Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Settlement Agreement and Release (the "Settlement Agreement") (ECF No. 408).

The Notice Plan, as implemented by the Court-approved Settlement Administrator, RG/2 Claims Administration LLC (“RG/2”), satisfies the standards of Rule 23 and due process. 99.4% of Class Members received direct Mail Notice, which advised them 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. The Settlement Website has been updated at each step of the Settlement process to include Plaintiffs’ filings and update Settlement deadlines.

No Class Members objected to the Settlement – the Settlement Class fully supports the monetary component of the Settlement, the Distribution Plan, and the scope of the releases. Moreover, by not requesting exclusion, Class Members automatically will receive payment from the Settlement Fund. This means that the level of participation, excluding Class Members who have requested exclusion, is 80.4%. Indeed, the reaction of the Settlement Class has been overwhelmingly positive and warrants final approval.

As set forth in the Final Approval Brief and below, Plaintiffs respectfully request that the Court grant Plaintiffs’ motion upon finding that the Settlement is

fair, reasonable, and adequate and warrants final approval, and request the Court enter the proposed order and final judgment submitted herewith.

II. ARGUMENT

A. The Reaction of the Settlement Class Supports Final Certification of the Settlement Class

In the PAO, the Court preliminarily certified the Settlement Class. PAO, 2021 WL 3611027, at *5-*9. Final certification of the Settlement Class remains appropriate because the Settlement Class meets all the requirements of Rule 23(a) and Rule 23(b)(3). *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997). No Class Members have objected to the definition of the Settlement Class. Accordingly, Plaintiffs request that the Court grant final certification of the Settlement Class under Rules 23(a) and 23(b)(3).

B. The Reaction of the Settlement Class Supports Final Approval of the Settlement

As discussed in the Final Approval Brief §II.C., the Settlement is the product of arm's-length negotiation undertaken with the assistance of a mediator, is recommended by experienced counsel, and allows all Class Members to obtain a full return of their premiums. While the Final Approval Brief described how and why each of the *Bluetooth* factors weighs in favor of final approval, Plaintiffs include a summary below. Most importantly, at this time, the lack of objections from the Settlement Class following the June 27, 2022 objection deadline can now be included in the analysis. *See Martin v. Marriott Int'l, Inc.*, No. CV 18-00494 JAO-

RT, 2021 WL 4888973, at *6 (D. Haw. Oct. 19, 2021) (granting final approval where the court had received no objections to the settlement).

1. Plaintiffs Allege a Strong Case in the Litigation

Plaintiffs' counsel vigorously prosecuted the Settlement Class's claims and expended significant time and effort. Prior to reaching the Settlement, Plaintiffs' counsel undertook an extensive investigation before filing the complaint, briefed two rounds of motions to dismiss, engaged in document discovery, took 13 Rule 30(b)(1) and Rule 30(b)(6) depositions, briefed class certification and three briefs in opposition to Defendants' motions to deny class certification, and briefed summary judgment. Guglielmo Decl., ECF No. 418-4, ¶¶7-8, 12-13, 27, 29, 31-32, 34-48. Accordingly, "[i]t is clear that there was ample time to evaluate all of the aspects of the case, the strength of the factual and legal questions at issue, and the likelihood of prevailing." *Vinh Nguyen v. Radiant Pharms. Corp.*, No. 11-cv-00406, 2014 WL 1802293, at *3 (C.D. Cal. May 6, 2014) (approving settlement where "both parties had a thorough sense of the options going forward and the likelihood of success at trial").

By the March 26, 2021 mediation, Plaintiffs' counsel had also served expert reports and drafted a mediation statement in which they discussed the litigation risks Plaintiffs faced in pursuing their claims against Defendants, as well as potential damages. Guglielmo Decl., ECF No. 418-4, ¶33. Thus, Plaintiffs' counsel was well-

apprised of the strengths and weaknesses of Plaintiffs’ and the putative class’s claims. *See In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278, 299 (E.D. Pa. 2012) (finding counsel had adequate knowledge of the litigation where counsel had “conducted extensive investigations into the case in preparation for filing of the complaint” and defendants’ motions to dismiss provided counsel “with an additional platform from which to ascertain [settling defendant’s] and the other Defendants’ positions on the case and thereby to evaluate further the merits of the litigation”). The Settlement ensures a tangible benefit to the Settlement Class and represents an outstanding recovery of at least 100% of the premiums, taxes, and fees Class Members paid during the Class Period, if not more. As such, this factor weighs in favor of final approval.

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation and the Risk of Maintaining Class Action Status Throughout Trial Warrant Final Approval

“In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” PAO, 2021 WL 3611027, at *10. Here, the Settlement provides for an immediate cash recovery of \$1,800,000 to be allocated among Class Members following the deduction of Court-approved fees and expenses, service awards, and costs of notice and settlement administration.

If the Litigation had continued, Plaintiffs faced numerous factual and legal risks that could have precluded them from securing any recovery at all on behalf of the Settlement Class. To this day, Defendants deny any wrongdoing. As they previously argued at the motion to dismiss, class certification, and summary judgment stages, Defendants undoubtedly would have continued to argue at trial that they had no obligation under H.R.S. §431:8-301(a) to provide customers with a quote from the Hawaii Property Insurance Association (“HPIA”) under the diligent search requirement because HPIA is not an “authorized” insurer within the scope of the statute. *See, e.g.*, ECF Nos. 344, 347, 350, 356. In addition to their liability arguments, Defendants would have argued damages were negated because Plaintiffs and other Class Members were paid and did not receive a denial of coverage based on a lava exclusion. *See, e.g., id.*

While Plaintiffs believe they would have ultimately persuaded the Court to certify a litigation class, Defendants advanced substantial arguments in opposition. *See, e.g., id.* Thus, there is a risk that this litigation might not be maintained as a class through trial. *See, e.g., Comcast Corp. v. Behrend*, 569 U.S. 27, 29 (2013) (reversing class certification in an antitrust case). As the Court previously recognized, “Plaintiffs faced the risk that the Class either would not be certified or that it could face decertification later in the litigation.” PAO, 2021 WL 3611027, at *11.

In comparison, the Settlement provides the Settlement Class an immediate and certain recovery. The Settlement represents a substantial percentage of the potentially recoverable damages had the Litigation proceeded to trial. Further, Class Members will receive a full refund of the premiums, taxes, and fees they paid during the Class Period, if not more. Declaration of Joseph P. Guglielmo in Support of Plaintiffs' Unopposed Motion for Final Approval of Settlement Agreement ("Guglielmo Final Approval Decl."), ECF No. 444, ¶9; *see also Soule v. Hilton Worldwide, Inc.*, No. CV 13-00652 ACK-RLP, 2015 WL 12827769, at *1 (D. Haw. Aug. 25, 2015) (granting final approval where the settlement allowed "the class to recover 100% of their potential damages").

Thus, the Settlement benefits each Class Member in that he or she will recover a monetary award immediately, without the risk of an unfavorable outcome at trial. The Settlement also avoids the expense and delay of continuing to prosecute this Litigation through trial and any appeal. This factor weighs in favor of final approval.

3. The Amount Offered in Settlement Justifies Final Approval

The Settlement represents an excellent result for the Settlement Class and is fair, adequate, and reasonable. Guglielmo Decl., ECF No. 418-4, ¶57. The Settlement provides \$1,800,000 in cash payments to Class Members, in addition to a valuable payment of up to \$50,000 to the Settlement Administrator to defray the actual expenses of notice of the settlement and all expenses attendant to the

administration of the Settlement. *Id.*, ¶3. Class Counsel, with the assistance of Plaintiffs' damages expert, devised a Distribution Plan for allocating the Settlement proceeds, which the Court has preliminarily approved, that ensures all Class Members will be treated equally based on the total premium dollar paid for Lloyd's surplus lines insurance policies purchased during the Class Period. *Id.*, ¶6. Thus, the ample recovery and fair method of distributing the Settlement support granting final approval.

4. The Extent of Discovery Completed and the Stage of the Proceedings Support Final Approval

Class Counsel had a full opportunity to evaluate the strengths and weaknesses of the Litigation prior to reaching the Settlement. By the time the Settlement was reached, Plaintiffs had fully briefed their motion for class certification and three separate opposition briefs to Defendants' motions to deny class certification and joinder motions, Plaintiffs had filed three motions for summary judgment against Defendants, served requests for documents, interrogatories, and requests for admission, engaged in numerous telephonic meet and confers concerning Defendants' responses, and deposed 13 of Defendants' Rule 30(b)(1) and 30(b)(6) witnesses. Guglielmo Decl., ECF No. 418-4, ¶¶7-8, 12-13, 27, 29, 31-32, 34-48; *see also Lane v. Facebook, Inc.*, No. C 08-3845, 2010 WL 9013059, at *5 (N.D. Cal. Mar. 17, 2010) ("Class Counsel established that they acquired sufficient information to make an informed decision with respect to settlement, even though formal

discovery is not complete.”), *aff’d*, 696 F.3d 811 (9th Cir. 2012). Class Counsel also undertook an extensive, months-long investigation before filing the original complaint. Guglielmo Decl., ECF No. 418-4, ¶7. Thus, Class Counsel were fully apprised of the strengths and weaknesses of the Litigation from conducting extensive discovery and briefing, and able make an informed and meaningful decision regarding the Settlement.

5. Class Counsel, Based on Their Extensive Experience in Complex Litigation, Recommend Final Approval of the Settlement

“‘Great weight’ is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.” *Willcox v. Lloyds TSB Bank, plc*, No. CV 13-00508 ACK-RLP, 2016 WL 7238799, at *10 (D. Haw. Dec. 14, 2016) (“This is because ‘[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in the litigation.’”).

Class Counsel have extensive experience in litigating consumer protection and class actions. *See* ECF No. 405-4. Class Counsel believe that the Settlement is fair and in the best interest of the Settlement Class. Guglielmo Decl., ECF No. 418-4, ¶57. *See Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980) (“[T]he fact that experienced counsel involved in the case approved the settlement

after hard-fought negotiations is entitled to considerable weight.”). Therefore, Class Counsel recommend that the Court finally approve the Settlement.

6. There Is No Government Participant Present in the Litigation

As the Court previously found at preliminary approval, this factor is not relevant to the Court’s analysis because there is no government actor participating in the Litigation. PAO, 2021 WL 3611027, at *13.

7. The Reaction of the Class Members to the Settlement Warrants Final Approval

No objections have been received from Class Members following the June 27, 2022 deadline to object to final approval of the Settlement. RG/2 received requests for exclusion from the Settlement from Class Members representing 32 properties. *See* Supplemental Declaration of Dana Boub of RG/2 Claims Administration LLC Regarding Notice to the Class (“Supplemental Boub Decl.”), ECF No. 445, ¶5. Because Class Members are not required to file claims to collect from the Settlement, this means that the level of participation, excluding Class Members who have requested exclusion, is 80.4%. The lack of objectors and high participation rate supports final approval of the Settlement. *See Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 624 (N.D. Cal. 1979) (finding that the fact that only 16% of the class objected was deemed “persuasive” of the adequacy of the settlement); *Chun Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (4.86% opt-out rate strongly

supported approval); *Barcia v. Contain-A-Way, Inc.*, No. 07-cv-938, 2009 WL 587844, at *4 (S.D. Cal. Mar. 6, 2009) (“The absence of any objector strongly supports the fairness, reasonableness, and adequacy of the settlement.”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 320 (N.D. Cal. 2018) (approving settlement with 1.8% claims rate and finding that low rates of objections and opt outs are “indicia of the approval the class”).²

C. The Court Should Finally Approve the Notice Program

Rule 23(c)(2) requires notice to be “the best notice that is practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B). Further, Rule 23(e)(1) requires that notice of a settlement be directed “in a reasonable manner to all class members who would be bound by the propos[ed settlement].” Fed. R. Civ. P. 23(e)(1). Notice “must ‘generally describe[] the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’” *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012). Notice to each member of a class “‘who can be identified through reasonable effort’” constitutes reasonable notice. *Willcox*, 2016 WL 7238799, at *5.

² See also *Theodore Broomfield v. Craft Brew All., Inc.*, No. 17-01027, 2020 WL 1972505, at *7 (N.D. Cal. Feb. 5, 2020) (approving 2% claims rate); *Shin v. Plantronics, Inc.*, No. 18-cv-05626, 2020 WL 1934893, at *4 (N.D. Cal. Jan. 31, 2020) (approving approximately 3.8% claims rate); and *Schneider v. Chipotle Mexican Grill, Inc.*, No. 16-CV-02200, 2020 WL 6484833, at *9 (N.D. Cal. Nov. 4, 2020) (approving 0.83% claims rate).

Consistent with Rules 23(c)(2)(B) and 23(e)(1), the Settlement Administrator mailed the Mail Notice to all persons on the Class List. Boub Decl., ECF No. 415-1, ¶6; Supplemental Boub Decl., ECF No. 445, ¶4. The Mail Notice provided Class Members with important information regarding the Settlement and Class Members' rights and directed recipients to the Settlement Website for more information. Boub Decl., ECF No. 415-1, ¶¶8-9; Supplemental Boub Decl., ECF No. 445, ¶¶5-6. 99.4% of Mail Notices were delivered. *Id.*, ¶4.

Rule 23(h)(1) also requires that “[n]otice of the motion [for attorneys’ fees] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.” Here, the Mail Notice specifically advised Class Members that Class Counsel would apply to the Court for attorneys’ fees not to exceed 33.3% of the Settlement Fund and reimbursement of expenses. *See Willcox*, 2016 WL 7238799, at *6. Settlement Agreement, Ex. A. In accordance with the Mail Notice and PAO, Class Counsel moved for attorneys’ fees on November 22, 2021. ECF No. 418. The motion and supporting documentation were promptly posted on the Settlement Website for Class Members to review.

Therefore, the robust Notice Program easily satisfies the requirements of the Federal Rules of Civil Procedure. Moreover, courts routinely find that comparable notice procedures meet the requirements of due process and Rule 23. *See Brannon v. Household Int’l Inc.*, 236 F. App’x 285, 287 (9th Cir. 2007); *see also Willcox*,

2016 WL 7238799, at *6. Accordingly, Plaintiffs respectfully request the Court also finally approve the Notice Program.

D. The Court Should Finally Approve the Distribution Plan

No Class Members have objected to the Distribution Plan, further evidencing that it warrants final approval. *See, e.g., In re Vitamins Antitrust Litig.*, No. 99-197 TFH, 2000 WL 1737867, at *6 (D.D.C. Mar. 31, 2000) (finding that because there were no objections to the settlement plan of distribution, and the distribution plan was fair, adequate, and reasonable, and final approval was warranted). The Distribution Plan is a fair, reasonable, and adequate method of distributing the Settlement monies to the Settlement Class. *See Willcox*, 2016 WL 7238799, at *9 (stating that a plan of distribution ““must be fair, reasonable, and adequate””). The Net Settlement Fund will be distributed to Class Members by proportion based on the total premium dollar amount paid during the Class Period. Settlement Agreement, §4.5(b). To collect from the Settlement, Class Members are not required to submit specific documentation. *Id.* 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. *Id.* 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. Guglielmo Final Approval Decl., ECF No. 444, ¶9.

Therefore, Plaintiffs request that the Court grant final approval of the Distribution Plan.

III. CONCLUSION

For the reasons set forth herein and in the Final Approval Brief and supporting declarations, Plaintiffs respectfully request that the Court grant final approval of the Settlement Agreement and enter the proposed final approval order and judgment submitted herewith.

Dated: July 11, 2022

SCOTT+SCOTT ATTORNEYS AT LAW LLP

s/ Joseph P. Guglielmo

Joseph P. Guglielmo (*pro hac vice*)

Michelle E. Conston (*pro hac vice*)

The Helmsley Building

230 Park Avenue, 17th Floor

New York, NY 10169

Telephone: (212) 223-6444

Facsimile: (212) 223-6334

jguglielmo@scott-scott.com

mconston@scott-scott.com

SCOTT+SCOTT ATTORNEYS AT LAW LLP

Erin Green Comite (*pro hac vice*)

156 South Main Street

P.O. Box 192

Colchester, CT 06415

Telephone: (860) 537-5537

Facsimile: (860) 537-4432

ecomite@scott-scott.com

E. Kirk Wood (*pro hac vice*)

WOOD LAW FIRM, LLC

P. O. Box 382434

Birmingham, AL 35238-2434

Telephone: (205) 908-4906

Facsimile: (866) 747-3905
ekirkwood1@bellsouth.net

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

Counsel for Plaintiffs and Proposed Class Counsel

CERTIFICATION OF SERVICE

I hereby certify that on July 11, 2022, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List.

s/ Joseph P. Guglielmo

Joseph P. Guglielmo