IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI‘I

IN RE UNIVERSITY OF HAWAI‘I DATA BREACH LITIGATION	Civil No.: 1CCV-26-0000280 (SRN) (Other Civil Action) **PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**; MEMORANDUM IN SUPPORT OF MOTION; JOINT DECLARATION OF CLASS COUNSEL; EXHIBITS "A" – "B"; NOTICE OF HEARING AND CERTIFICATE OF SERVICE **Hearing**: Date: June 10, 2026 Time: 9:30 a.m. (HST) Judge: Hon. Steven R. Nichols Trial Date: Not Set Judge: Hon. Steven R. Nichols

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs,[1] individually and on behalf of the proposed Settlement Class, by and through their attorneys, Bronster Fujichaku Robbins, respectfully move for an order (i) certifying the Settlement Class; (ii) preliminarily approving the proposed Settlement; (iii) appointing Plaintiffs as Settlement Class Representatives; (iv) appointing Margery S. Bronster and Robert M. Hatch of Bronster Fujichaku Robbins as Class Counsel; (v) approving the Notices, Notice Program, Claim Form, and Claim Process; (vi) appointing Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; and (viii) scheduling a Final Approval Hearing for the Court to consider whether to grant Final Approval of the Settlement and the forthcoming Application for Attorneys' Fees, Costs, and Service Awards.

[1] All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached as Exhibit "A" to the Joint Declaration of Class Counsel.

This motion is brought pursuant to Rules 7 and 7.2 of the Rules of the Circuit Courts of the State of Hawai'i ("RCCH") and Rules 23(a), 23(b)(3), and 23(e) of the Hawai'i Rules of Civil Procedure ("HRCP") and is based upon the attached memorandum in support, the Joint Declaration of Class Counsel, Exhibits "A" – "B", the record and files herein, and such other and further matters as may be presented to the Court before or at the hearing on this Motion.

DATED: Honolulu, Hawai'i, May 11, 2026.

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI‘I

IN RE UNIVERSITY OF HAWAI‘I DATA BREACH LITIGATION	Civil No.: 1CCV-26-0000280 (SRN) (Other Civil Action) **MEMORANDUM IN SUPPORT OF MOTION**

I. INTRODUCTION

In August 2025, Defendant experienced a Data Incident involving unauthorized access to certain servers supporting the research operations at the epidemiology division of the University of Hawai‘i Cancer Center. SA ¶ 3. The Data Incident impacted Private Information pertaining to approximately 1,200,000 individuals, *i.e.*, Plaintiffs and the putative Settlement Class. *Id.* ¶ 4. Plaintiffs initiated this Action in connection with Defendant's alleged failure to safeguard Settlement Class Members' Private Information in the Data Incident. *Id.* ¶¶ 6, 7. Defendant does not in any way acknowledge, admit to, or concede any of Plaintiffs' allegations, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted related to the Data Incident. *Id.* ¶ 12.

After extensive arm's-length negotiations, the Parties have now reached a Settlement that is fair, reasonable, and adequate, providing meaningful relief to the Settlement Class. Certification of the Settlement Class for the purposes of settlement only is in the best interests of the putative Settlement Class and satisfies the requirements under Hawai‘i law. Moreover, the proposed Notice Program with direct notice to the Settlement Class provides the best practicable notice under the circumstances and comports with due process. Defendant has also agreed to pay, subject to the Court's approval: (i) all Settlement Class Member Benefits; (ii) Settlement Administration Costs; (iii) Court-awarded Service Awards to Class Representatives; and (iv) Court-awarded attorneys' fees and costs to Class Counsel. SA ¶ 70. All Settlement Class Members who submit a Valid Claim will have the opportunity to recover a Cash Payment consisting of either: (a) reimbursement for extraordinary documented losses of up to $5,000.00 each; or (b) a *pro rata* alternative cash payment. *Id.* ¶ 74. Settlement Class Members who submit a Valid Claim will also have the opportunity to enroll in a one-year membership of CyEx's Medical Shield Pro Monitoring. *Id.* Given the significant litigation risks and the efficiency by which a resolution was reached, the

Settlement represents an outstanding recovery for the Settlement Class. *See* Joint Decl. of Class Counsel ("Counsel Decl."), ¶ 25. Plaintiffs strongly support the Settlement, as do Class Counsel based on their decades of collective experience in similar data privacy class actions. *Id.* ¶ 22.

As established herein, the Settlement is fair, reasonable, and adequate, and should be preliminarily approved. Accordingly, Plaintiffs respectfully request that the Court enter an order (i) granting Preliminary Approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes; (iii) appointing the Plaintiffs as Class Representatives and Plaintiffs' counsel Margery S. Bronster and Robert M. Hatch of Bronster Fujichaku Robbins as Class Counsel for the Settlement Class; (iv) approving the form of the Notices and the Notice Program; (v) approving the Claim Form and the Claim process; (vi) appointing Epiq as the Settlement Administrator; and (vii) scheduling a Final Approval Hearing at which time the Court will consider Final Approval of the Settlement Agreement, Settlement Class certification, and the Application for Attorneys' Fees, Costs, and Expenses and Service Awards.

II. BACKGROUND AND PROCEDURAL HISTORY

Defendant University of Hawai'i is a public university system that includes UHCC, an organized cancer research unit within the University of Hawai'i at Mānoa. SA ¶ 1. This Action arises from a Data Incident in which a criminal third party gained unauthorized access to specific UHCC servers that support the research operations at the epidemiology division of the UHCC. *Id.* ¶ 3 The impacted data included Plaintiffs' and Settlement Class Members' Private Information. *Id.* Defendant discovered the Data Incident on or about August 31, 2025, and subsequently determined that the Private Information of approximately 1,200,000 Settlement Class Members may have been impacted. *Id.* ¶ 4. Defendant reported the Data Incident to the Hawai'i State Legislature in December 2025. *Id.* ¶ 5.

Following Defendant's report of the Data Incident, in February 2026, four putative class action lawsuits were filed against Defendant in this Court, asserting similar claims arising from the Data Incident on behalf of overlapping putative classes. *Id.* ¶ 6.[2] The Plaintiffs in the four state court actions and their respective counsel then coordinated to prepare a motion to consolidate the related cases and appoint Margery S. Bronster and Robert M. Hatch of Bronster Fujichaku Robbins as interim lead class counsel, which was filed on February 18, 2026. *Id.* ¶ 7. The Court granted the

[2] Plaintiff Johnson filed a similar putative class action arising from the Data Incident in the United States District Court for the District of Hawai'i, which is no longer pending. *Id.*

motion on February 25, 2026, consolidating the state cases into this first-filed Action and appointing Margery S. Bronster and Robert M. Hatch as Interim Lead Class Counsel. *Id.*

On February 25, 2026, counsel for Plaintiffs and counsel for Defendant met and conferred to discuss the scope of Plaintiffs' Interim Lead Class Counsel's responsibilities, duties, and authorities. *Id.* ¶ 8. Considering the risk, expense, and delay of continued litigation, the Parties also began discussing early resolution of the Action. *Id.* ¶ 9. To aid in these discussions, Defendant responded to Plaintiffs' informal requests for information related to the nature and cause of the Data Incident, the number of impacted individuals, damage-related issues, and Defendant's financial condition, among other topics. *Id.* Counsel for the Parties then engaged in extensive arm's-length negotiations, which eventually resulted in the Settlement, the terms of which are reflected in the Agreement. *Id.* ¶ 10. Thereafter, the Parties worked cooperatively and with the proposed Settlement Administrator to prepare and finalize the Agreement, Notices, Claim Form, and this Motion. Counsel Decl. ¶ 11.

The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. SA ¶ 12. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted related to the Data Incident. *Id.*

III. SUMMARY OF THE SETTLEMENT

A. Settlement Class

Plaintiffs seek Preliminary Approval of the Settlement on behalf of the following Settlement Class:

> All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident.

Id. ¶ 62. Excluded from the Settlement Class are (a) the judge(s) presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge(s); (b) Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a

conflict of interest for the officer or Regent; and (c) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline. *Id.*

B. Settlement Consideration

The Settlement provides significant relief to the Settlement Class through its creation of a $3,500,000.00 non-reversionary common Settlement Fund. *Id.* ¶¶ 69, 70. The Settlement Fund shall be used to pay (a) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (b) all Settlement Administration Costs; (c) any Court-approved Service Awards to the Class Representatives; and (d) any Court-awarded attorneys' fees and costs to Class Counsel. *Id.* ¶ 70. Defendant's insurer participated in the settlement negotiations and the settlement is funded entirely from Defendant's insurance proceeds. Counsel Decl. ¶ 12.

1. Cash Payments

All Settlement Class Members who submit Valid Claims may choose from one of two Cash Payments to be paid from the Settlement Fund: (a) Cash Payment A – Extraordinary Documented Losses, or (b) Cash Payment B – Alternate Cash. *Id.* ¶ 75. There is a Cash Payments Fund of $450,000.00, which is the maximum amount Defendant will be obligated to pay under the Agreement for all Cash Payments. In the event Valid Claims for Cash Payments exhaust the amount of the Cash Payments Fund, the amount distributed for Cash Payments may be reduced *pro rata* accordingly, on an equal-percentage basis. *Id.* The Settlement Administrator must pay Valid Claims from the Cash Payment Fund in following order: (a) Cash Payment A – Documented Extraordinary Losses, and (b) Cash Payment B – Alternate Cash. *Id.*

Cash Payment A – Extraordinary Documented Losses. All Settlement Class Members may submit a Claim for a Cash Payment for up to $5,000.00 per Claimant subject to approval and upon presentment of proper documented extraordinary losses resulting from the Data Incident. *Id.* ¶ 75(a). To receive payment for such documented extraordinary losses, a Settlement Class Member must elect Cash Payment A – Extraordinary Documented Losses on the Claim Form, attesting under penalty of perjury to incurring extraordinary documented losses, and must submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party that demonstrates the amount of loss and that the loss was a direct result of the Data Incident. *Id.* If a Settlement Class Member does not submit reasonable documentation supporting an extraordinary documented loss, or if the Settlement Class Member's Claim electing Cash Payment A – Extraordinary Documented Losses is rejected by the Settlement

Administrator for any reason and the Settlement Class Member fails to cure, the Claim for extraordinary documented losses will be rejected and treated as if the Claimant elected Cash Payment B – Alternate Cash. *Id.*

Cash Payment B – Alternate Cash. As an alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B – Alternate Cash, which is a *pro rata* flat-cash payment from the Net Settlement Fund, estimated at $50.00 per Claimant. *Id.* ¶¶ 74, 75(b). Settlement Class Members do not need to provide any proof or explanation to receive this Cash Payment and need only submit a Valid Claim electing Cash Payment B – Alternate Cash. The amount paid for Valid Claims for Cash Payment B – Alternate Cash will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. *Id.* ¶ 74. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount paid for Cash Payment B – Alternate Cash may be reduced *pro rata* accordingly. *Id.* Any *pro rata* increase or decrease will be on an equal percentage basis. *Id.*[3]

2. Medical Data Monitoring

In addition to either of the foregoing Cash Payments, all Settlement Class Members may submit a Claim to enroll in a one-year membership of CyEx's Medical Shield Pro Medical Data Monitoring. *Id.* ¶ 75(c).

3. *Cy Pres* Recipient

The Settlement is intended to exhaust the Settlement Fund. However, in the event there are funds remaining in the Settlement Fund after Settlement Class Members who submitted Valid Claims have been given an opportunity to cash their checks as provided in the Agreement, any remaining funds in the Settlement Fund shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court and the Parties. *Id.* ¶ 76. Such recipient shall have no affiliation with the Parties or their counsel and must be reasonably related to privacy or data protection, or the promotion of the same through training and awareness programs. *Id.*

[3] For purposes of calculating the Net Settlement Fund, the Settlement Administrator must distribute the Settlement Fund in the following order: (a) Settlement Administration Costs, (b) Class Representative Service Awards, (c) Court-awarded attorneys' fees and costs to Class Counsel, (d) payment of Valid Claims for Medical Data Monitoring, (e) payment of Valid Claims for Cash Payment A – Extraordinary Documented Losses, and (f) payment of Valid Claims for Cash Payment B – Alternate Cash. *Id.* ¶ 75.

4. Settlement Administration Costs

Settlement Administration Costs incurred in connection with the Settlement Administrator's fees and expenses for the Notice Program, Claim Process, distribution of Settlement Class Member Benefits, and otherwise administering the Settlement will be paid from the Settlement Fund. *Id*. ¶ 70.

5. Attorneys' Fees, Costs, and Expenses

After agreeing to the Settlement's material terms, Class Counsel and Defendant's Counsel negotiated Class Counsel's attorneys' fees and costs and Service Awards to the Class Representatives. Counsel Decl. ¶ 13. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund ($1,166,666.67), plus reimbursement of reasonable litigation costs. SA ¶ 110. The Attorneys' Fees, Costs and Expenses will be formally sought in the Application for Attorneys' Fees, Costs, and Expenses no later than fourteen (14) days before the Opt-Out and Objection Deadlines. *Id.* ¶ 107. The Notices advise the Settlement Class of these intended requests for attorneys' fees, costs, and Service Awards, and how to object. *Id*. SA Exs. 1–4. If approved, Class Counsel's attorneys' fees and costs will be paid from the Settlement Fund. *Id*. ¶ 70. The Settlement is not contingent on approval of Application for Attorneys' Fees, Costs, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. *Id.* ¶ 111.

Critically, the Parties did not discuss or negotiate attorneys' fees and costs or Service Award Payments until they agreed on the material Settlement terms benefiting the Settlement Class. *Id*. ¶ 111; Counsel Decl. ¶ 13. Class Counsel and Plaintiffs thereby avoided conflict with the Settlement Class, fulfilling their responsibilities as representatives. Counsel Decl. ¶ 13.

6. Service Awards

Subject to Court approval, the Plaintiffs will apply for the payment of Service Awards for the Class Representatives of up to $2,000.00 each ($10,000.00) total. *Id.* ¶ 109. The Service Awards shall be payable from the Settlement Fund. *Id.* ¶ 70. The Service Awards are meant to compensate Class Representatives for their efforts in this Action, including serving as named Plaintiffs, assisting in Class Counsel's investigation, maintaining contact with Class Counsel, reviewing case documents, being prepared to assist with discovery and settlement negotiations, and answering Class Counsel's questions. Counsel Decl. ¶ 17. The Settlement is not contingent on

approval of Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. SA ¶ 111.

7. Releases

Upon the Effective Date, the Releasing Parties will release the Released Parties from any and all Released Claims relating to the Data Incident. *Id.* § XII. Plaintiffs and Settlement Class Members who do not timely and validly opt-out of the Settlement Class will be bound by the terms of the Settlement. *Id.* ¶ 89. Settlement Class Members who validly opt-out of the Settlement do not release their individual claims and will not obtain any Settlement Class Member Benefits, regardless of whether they submit a Claim. *Id.*

C. Notice Program, Claim Process, Opt-Outs, and Objections

The Parties have agreed, subject to this Court's approval, to use Epiq as the Settlement Administrator. *Id*. ¶ 79. The Settlement Administrator shall administer various aspects of the Settlement, including but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims. *Id.* ¶ 80.

1. Notice Program

The Parties have agreed on a comprehensive Notice Program, which includes Long-Form Notice, Short-Form Notice encompassing Email Notice and Postcard Notice, and a dedicated Settlement Website. *Id.* ¶¶ 82–92. Defendant will deliver the Class List to the Settlement Administrator no later than fourteen (14) days after entry of the Preliminary Approval Order. *Id.* ¶ 82. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator will commence the Notice Program using the Court-approved Notice forms. *Id.* ¶ 83.

Direct Notice will be disseminated to the Settlement Class via Email Notice and/or Postcard Notice. *Id*. ¶ 84. Direct Notice shall be provided to the members of the Settlement Class for whom email addresses are available to Defendant and provided in the Class List via Email Notice containing a link to the online Claim Form. *Id.* In the alternative to Email Notice, direct Notice will be sent via double-sided Postcard Notice with a tear-off Claim Form to the members of the Settlement Class for whom an email address is not available. *Id.* For any Settlement Class Member whose Email Notice is returned as undeliverable, the Settlement Administrator shall re-

send Notice to the Settlement Class Member via Postcard Notice to the Settlement Class Member's mailing address provided in the Class List. *Id.* ¶ 85. The Settlement Administrator will perform reasonable address traces for Postcard Notices returned as undeliverable. *Id.* ¶ 86. No later than sixty (60) days after the Notice Date, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces. *Id.*

The Email Notice and Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; a link to submit a Claim Form electronically (for Email Notice) or a tear-off Claim Form (for Postcard Notice), with instructions how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to optout of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees and Costs, and Service Awards; the Final Approval Hearing date; the Settlement Class toll-free telephone number; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. *Id.* ¶ 87. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. *Id.* If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. *Id.*

In addition, the Settlement Administrator will establish the Settlement Website prior to the Notice Program's initiation. *Id.* ¶ 88. The Settlement Website will make available the Court-approved online Claim Form, which can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator. *Id.* The Settlement Website will also include the Long Form Notice, which sets out the procedures for Settlement Class Members to opt-out or object to the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. *Id.* ¶¶ 89, 90. The Email Notice and Postcard Notice direct Settlement Class Members to the Settlement Website and Long Form Notice. *Id.* ¶ 72.

2. Claim Process

The Claim Process is structured to ensure all members of the Settlement Class have adequate time to review the Settlement terms, submit Claims, compile documents supporting Claims, and decide whether to opt-out or object. Counsel Decl. ¶ 29. To receive Settlement Class

Member Benefits, Settlement Class Members must accurately and timely submit Claim Forms by the Claim Form Deadline, which is ninety (90) days after the Notice Date. SA ¶ 21. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail to the Settlement Administrator at the address designated on the Claim Form. *Id.* ¶ 94. The Claim Form is in plain language for easy comprehension and completion. *See id.*, SA Ex. 4. The Settlement Administrator will review all Claim Forms for completeness, validity, and timeliness, including examining the Claim Form before designating it a Valid Claim and verifying each Claimant is a Settlement Class Member. *Id.* ¶¶ 95–97. If the Settlement Administrator deems a Claim Form deficient, the Settlement Administrator shall give the Settlement Class Member written notice of the deficiencies, and the Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date of the notice to cure deficiencies. *Id.* ¶ 98.

The Settlement Administrator will provide Settlement Class Members who submitted valid and timely Claim Forms with their pro rata Claim Payment seventy-five (75) days after Final Approval or sixty (60) days after the Effective Date, whichever is later. *Id.* ¶ 103. Claimants may elect to receive Claim Payment by paper check at an address they provide on their Claim Form or via a digital payment. *Id.* ¶ 104.

3. Opt-Outs and Objections

Settlement Class Members will have an opportunity to exclude themselves from the Settlement or object to its final approval. SA ¶¶ 90–91. The Opt-Out Deadline and the Objection Deadline are both seventy-five (75) days after the Notice Date. *Id.* ¶¶ 47–48. These dates are specifically calculated to provide sufficient time to access and review the Settlement documents, including the Application for Attorneys' Fees, Costs, and Service Awards, which will be filed no later than fourteen (14) days before the Opt-Out Deadline and Objection Deadline, and posted on the Settlement Website. Counsel Decl. ¶ 30; SA ¶ 107. The Settlement Website and Long Form Notice will inform the Settlement Class Members of these rights and the deadline for submission of objections or exclusion requests. SA ¶ 89. Additionally, the Long Form Notice will provide information concerning the Settlement Class Members' rights to appear and object at the Final Approval Hearing and will inform them that they will be bound by the release set forth in the Settlement Agreement unless they timely exercise their right to exclusion. *Id.* ¶ 90. Individuals who opt-out of the Settlement Class may not object. *Id.*

IV. ARGUMENT

HRCP Rule 23(e) requires Court approval for any class action settlement, accompanied by notice to the class. The preliminary approval stage provides a forum for the initial evaluation of a settlement, and where no class has been previously certified, a determination as to whether to certify the proposed settlement class. *See* 2 Newberg & Conte, *Newberg on Class Actions* §§ 11.22, 11.27 (3d ed. 1992). At this stage, courts make an initial assessment whether the perquisites for certification under HRCP Rule 23(a) and (b) are present, consider factors for settlement approval under HRCP Rule 23(e), and then direct notice to the class and, if desired, schedule a final approval hearing. *See Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004).[4]

To grant Preliminary Approval the Court must determine the Settlement is "fair, reasonable, and adequate." *Rivera*, 153 Hawai‘i at 323, 537 P.3d at 1170 (applying Federal Rule of Civil Procedure 23(e) "fair, reasonable, and adequate" standard). Additionally, there is a "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned." *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020); *see also Sylvester v. Animal Emergency Clinic of Oahu*, 72 Haw. 560, 566, 825 P.2d 1053, 1056 (1992) ("We acknowledge the well-settled rule that the law favors the resolution of controversies through compromise or settlement rather than by litigation."); *Matsuura v. E.I. du Pont de Nemours & Co.*, 102 Hawai‘i 149, 175, 73 P.3d 687, 713 (2003) ("Public policy favors the settlement of disputes without resort to the courts, provided such settlements are fairly reached."). The relevant policy interests and factors support Preliminary Approval and provisional certification of the Settlement Class.

A. The Court Should Provisionally Certify the Class for Settlement Purposes

1. HRCP Rule 23(a)'s Prerequisites Are Satisfied

Before assessing the Settlement, the Court should first confirm the proposed Settlement Class meets the requirements for certification under HRCP Rule 23 for settlement purposes. *See,*

[4] "Rule 23(e) of Hawaii Rules of Civil Procedure mirrors Rule 23(e) of the Federal Rules of Civil Procedure." *Sapp v. Wong*, 3 Haw. App. 509, 514, 654 P.2d 883, 886 (App. 1982). Accordingly, Hawai‘i courts "consider federal law when interpreting . . . our Rule 23." *Pub. Access Trails Hawai‘i v. Haleakala Ranch Co.*, 153 Hawai‘i 1, 29 n.5, 526 P.3d 526, 554 n.5 (2023) (McKenna, J. concurring); *Rivera v. Cataldo*, 153 Hawai‘i 320, 323, 537 P.3d 1167, 1170 (2023) (recognizing "fair, reasonable, and adequate" standard from Federal Rule of Civil Procedure ("FRCP") 23(e) for approval of Hawai‘i class actions settlements).

e.g., Burnes v. Hawaiian Elec. Co., 158 Hawai‘i 21, 32, 583 P.3d 794, 805 (2026); *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Manual for Complex Litigation* (Fourth), § 21.632. Under HRCP Rule 23(a), a class action may be maintained where the movants demonstrate numerosity, commonality, typicality, and adequacy of representation. These prerequisites are easily met here.

Numerosity – "Rule 23(a)(1) requires that the class be so numerous that the joinder of all members would be impracticable." *Life of the Land v. Burns*, 59 Haw. 244, 253, 580 P.2d 405, 411 (1978) (citation modified) ("*Burns*"). "While many state courts have held numerosity to be a number exceeding a hundred, the requirement has been satisfied by as few as thirteen potential individuals who may be included in a class." *Id.* Here, the class size encompasses approximately 1,200,000 individuals, the joinder of which would certainly be impracticable, satisfying numerosity.

Data breach cases like this Action are particularly suited for class action treatment. In fact, similar data breach cases have been certified—on a *national* basis—including the record-breaking settlement in *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga. 2019). *See, also, e.g.*, *Tate v. EyeMed Vision Care, LLC*, 2025 U.S. Dist. LEXIS 145042, at *23 (S.D. Ohio July 29, 2025); *Smith v. Specialty Networks LLC*, 2025 U.S. Dist. LEXIS 134484, at *27 (E.D. Tenn. July 15, 2025); *In re Target Corp. Customer Data Sec. Breach Litig.*, 309 F.R.D. 482 (D. Minn. 2015); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040 (S.D. Tex. 2012). This case should be similarly certified, and the settlement similarly approved for the purposes of settlement.

Commonality – Rule 23(a)(2) requires a showing that there are questions of law or fact common to the class. *Life of the Land v. Land Use Comm'n*, 63 Haw. 166, 182, 623 P.2d 431, 444 (1981) ("*Life of the Land*"). Complete commonality is not required; "[t]he inquiry focuses on 'What Is The Individual Claim (Or Defense) Of The Class Representative, and the primary requisite is is that his [or her] claim or defense be essentially the similar … throughout the class.'" *Nakamura v. Countrywide Home Loans, Inc.*, 122 Hawai‘i 238, 244–45, 225 P.3d 680, 686–67 (App. 2010) (quoting *Life of the Land*, 63 Haw. at 182, 623 P.2d at 444); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998) ("All questions of fact and law need not be common to satisfy the rule").

Courts regularly find the commonality requirement satisfied in data breach class actions like this Action. *See, e.g., In re HealthEC LLC Data Breach Litig*., 2025 U.S. Dist. LEXIS 107723, at *13–14 (D.N.J. June 6, 2025) ("Here, commonality is easily satisfied, as all class members have suffered the same injury—their personal information was stolen by a hacker in connection with the Data Breach."); *Landin v. Hi-Sch. Pharmacy Servs., LLC*, 2025 U.S. Dist. LEXIS 44010, at *6-7 (W.D. Wash. Mar. 11, 2025) ("Class members share a basic common contention that Hi-School's data breach compromised Class members' PII, as well as common questions like what duties Hi-School owed to the Class, whether Hi-School breached those duties . . . This satisfies the commonality requirement."); *Guy v. Convergent Outsourcing, Inc*., 2023 U.S. Dist. LEXIS 226068, at *7 (W.D. Wash. Dec. 19, 2023) (commonality satisfied where plaintiff "identify a class of individuals whose personal information was compromised in the same data breach affecting each plaintiff" and "allege the data breach occurred due to Convergent's failure to safeguard their PII"). This Action is no different. As is typical in data breach cases, Plaintiffs' and Settlement Class Members' claims all turn on whether Defendant's security environment was sufficient to protect their Private Information. That inquiry can be fairly resolved for the entire Settlement Class at once because it revolves around evidence that does not vary between members, as the Data Incident is alleged to have impacted each Settlement Class Member's Private Information in a single event. Commonality is therefore satisfied.

Typicality – The commonality and typicality analyses often overlap; both focus on whether a sufficient nexus exists between the legal claims of the named class representatives and those of individual class members to warrant class certification. *See Life of the Land*, 63 Haw. at 183, 623 P.2d at 445 (analyzing commonality and typicality requirements together). Courts have focused this inquiry on determining "that the plaintiffs' claims are essentially similar to those of all class members and that there exists no conflict of interest between the representative and the class." *Garner v. State, Dep't of Educ.*, 122 Hawai'i 150, 164, 223 P.3d 215, 228 (App. 2009).

Here Plaintiffs' claims are aligned with those of absent Settlement Class Members; Plaintiffs allege they had their Private Information affected in the Data Incident and were therefore impacted by the same purportedly inadequate data security that allegedly harmed the Settlement Class as a whole. The claims are based on the same course of conduct, legal theories, and event. Typicality is therefore satisfied. *See Nakamura*, 122 Hawai'i at 244–45, 225 P.3d at 686–67

(typicality met where plaintiffs' claims are "essentially similar . . . throughout the class" and does not present conflicts of interest with other class members).

Adequacy – The adequate representation requirement of HRCP Rule 23(a) is likewise satisfied. The Hawai'i Supreme Court's decision in *Life of the Land* provides guidance as the leading authority in interpreting HRCP Rule 23(a)(4). The court emphasized that the focus of the inquiry relies upon whether there is "fair and adequate representation of the entire class." 63 Haw. at 183, 623 P.2d at 445. This requirement of adequacy is closely tied to the typicality requirement under HRCP Rule 23(a). *Id.* The important question is what the individual claim or defense of the class is and whether these claims are similar in nature throughout the entire class. *Id.*

Plaintiffs, like all members of the Settlement Class, have claims against Defendant arising from the Data Incident and were similarly injured by Defendant's allegedly wrongful acts. There is no conflict among Plaintiffs and unnamed Settlement Class Members, who have the same interests in recovering damages, and any member of the Settlement Class who does not wish to participate will have the opportunity to opt-out. *See Gurrobat v. HTH Corp.*, 133 Hawai'i 1, 6, 323 P.3d 792, 797 (2014) ("Class counsel and [plaintiff] will adequately represent the class, who has no conflict and understands his duties and responsibilities as a class representative"); Counsel Decl. ¶ 17. Thus, Plaintiffs are adequate representatives for the Settlement Class.

Further, Plaintiffs have diligently and adequately prosecuted the Action through Class Counsel by, among other things, assisting in Class Counsel's investigation, maintaining contact with Class Counsel, reviewing case documents, being prepared to assist with discovery, and answering Class Counsel's questions. Counsel Decl. ¶ 17. Plaintiffs' willingness to serve as Class Representatives demonstrates their serious commitment to bringing about the best results for the Settlement Class. *Id.*

Class Counsel has also demonstrated their adequacy to represent the Settlement Class's interests. With their extensive experience in class actions and other complex litigation, including data breach litigation specifically, Class Counsel respectfully submit there can be no doubt they are qualified and therefore adequate. *See* Counsel Decl., SA Ex. 1. Accordingly, Plaintiffs and Class Counsel have adequately represented the Settlement Class (and will continue to do so), and all HRCP Rule 23(a) factors are satisfied.

2. The Action Is Maintainable Under HRCP Rule 23(b)(3)

Once the HRCP Rule 23(a) prerequisites are satisfied, the analysis shifts to HRCP Rule 23(b). *Nakamura*, 122 Hawai‘i at 247, 225 P.3d at 689. Under HRCP Rule 23(b)(3), a class action may be maintained where the predominance and superiority elements are met. Relevant factors include the following:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

HRCP Rule 23(b)(3).

The Settlement Class is maintainable for purposes of Settlement under HRCP Rule 23(b)(3) because common questions predominate over any questions affecting only individual members and class resolution is superior to other available methods for a fair and efficient resolution of the controversy. Further, on a policy level, class actions promote judicial and litigation efficiency and to decrease economic burdens on class members. *See Burnes*, 158 Hawai‘i at 3, 583 P.3d at 804.

The predominance inquiry looks at "the legal or factual questions that qualify each class member's case as a genuine controversy, questions that preexist any settlement." *Amchem*, 521 U.S. at 623. If common questions "present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication," then "there is clear justification for handling the dispute on a representative rather than on an individual basis," and the predominance test is satisfied. *Hanlon*, 150 F.3d at 1022. In general, predominance is met when generalized evidence proves or disproves an issue or element on a simultaneous, class-wide basis. *In re Wells Fargo Home Mortg. Overtime Pay Litig.*, 571 F.3d 953, 959 (9th Cir. 2009). The main concern is "the balance between individual and common issues." *Id.*

Consistent with the position on commonality, predominance is readily met here "where the class is a 'cohesive group of individuals who suffered the same harm in the same way because of the defendant's conduct.'" *In re Google LLC St. View Elec. Commc'ns Litig.*, No. 10-MD-02184-CRB, 2020 WL 1288377, at *5 (N.D. Cal. Mar. 18, 2020) (alterations omitted) (quoting *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 559 (9th Cir. 2019)). Here, all Settlement Class

members are alleged to have had their Private Information compromised in the Data Incident, and Defendant's security practices at issue did not vary. Because Plaintiffs' and Settlement Class Members' claims all arise from the same event and alleged conduct, predominance is satisfied.

Because questions of law and fact common to the class predominate over questions affecting individual members, it also would be fairer and more efficient to adjudicate these questions as a class. *See*, *e.g.*, *Gurrobat*, 131 Hawai'i at 15, 323 P.3d at 806 (finding that the prerequisites for consolidation have been met where claims asserted by plaintiff are "coextensive with those asserted on behalf of the entire class"). On the other hand, adjudicating individual actions here would be impractical: the likely recovery for individual members of the Settlement Class is small, the technical issues involved are complex, and the required expert testimony and document review is costly. *Local Joint Exec. Bd. of Culinary/ Bartender Tr. Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir. 2001) (cases involving "multiple claims for relatively small individual sums" are particularly well suited to class treatment); *see also Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) ("Where recovery on an individual basis would be dwarfed by the cost of litigating on an individual basis, this factor weighs in favor of class certification."). Alternatives to a class action are either no recourse for hundreds of thousands of individuals, or a multiplicity of suits resulting in an inefficient and possibly disparate administration of justice. Class-wide resolution is the only practical method of addressing the alleged violations at issue in this Action. There are over a million Settlement Class Members with modest individual claims, most of whom likely lack the resources necessary to seek individual legal redress. *See Las Vegas Sands, Inc.*, 244 F.3d at 1163; *Wolin*, 617 F.3d at 1175; *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996). A class action is therefore superior for the fair and efficient adjudication of this Action.

Finally, because Plaintiffs seek to certify a class in the context of the Settlement, this Court need not consider any possible management-related problems as it otherwise would. *See Amchem*, 521 U.S. at 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, . . . for the proposal is that there be no trial.").

Accordingly, the Settlement Class should be provisionally certified for purposes of settlement.

B. The Settlement Should Be Preliminarily Approved

After determining that certification of the Settlement Class is appropriate, the Court must determine whether the Settlement itself is worthy of preliminary approval and providing notice to the Settlement Class. This Court's discretion should be exercised "in light of the strong judicial policy that favors settlements, particularly where complex class action litigation is concerned," which minimizes substantial litigation expenses for both sides and conserves judicial resources. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998) (quotations omitted).[5] Given the strong public interest favoring compromise, a proposed settlement "will be preliminarily approved unless there are obvious defects in the notice or other technical flaws, or the settlement is outside the range of reasonableness or appears to be the product of collusion, rather than arms-length negotiation." 2 *McLaughlin on Class Actions* § 6:7 (15th ed. 2018); *see also Weiss v. State*, 939 P.2d 380, 399 (Alaska 1997) (quoting *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995)) ("A trial court 'may not approve a proposed settlement if it is the product of fraud or overreaching by, or collusion among, the negotiating parties.'").

In addition, Hawai'i courts may consider federal law when interpreting the Hawai'i Rules of Civil Procedure. *See, e.g.*, *Kalima v. State*, 148 Hawai'i 129, 144, 468 P.3d 143, 158 (2020). Consistent with this, courts approving a class settlement must determine whether the settlement is "fair, reasonable, and adequate." *Rivera*, 153 Haw. at 323, 537 P.3d at 1170. FRCP Rule 23(e)'s prerequisites to approving a settlement as "fair, reasonable, and adequate" are as follows:

> (A) the class representative and class counsel have adequately represented the class;
>
> (B) the proposal was negotiated at arm's length;
>
> (C) the relief provided for the class is adequate, taking into account:
>
> (i) the costs, risks, and delay of trial and appeal;

[5] Courts must give "proper deference to the private consensual decision of the parties," since "the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Hanlon*, 150 F.3d at 1027. Thus, in considering a potential settlement, the Court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. *Officers for Justice v. Civil Serv. Comm'n City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).

> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims;
>
> (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
>
> (iv) any agreement required to be identified under Rule 23(e)(3); and
>
> (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Settlement here resulted from arms-length negotiations free of collusion and is fair, reasonable, and adequate, and is supported by an analysis of Hawai'i law and the parallel federal Rule 23(e)(2) factors. Preliminary Approval is therefore warranted.

1. Class Representatives and Class Counsel Adequately Represent the Settlement Class

Plaintiffs, as the putative Class Representatives, have represented the Settlement Class admirably throughout the Action. They made themselves available to Class Counsel when necessary, reviewed filings, provided Class Counsel with documents and other evidence, and helped prosecute this Action diligently. Counsel Decl. ¶ 17.

Proposed Class Counsel who litigated this case and negotiated the proposed Settlement for the Settlement Class are experienced and respected class action litigators with significant experience in data breach litigation. *See id.* ¶¶ 18, 23, 33, 34 & SA Ex. 1. To assist in Settlement negotiations Class Counsel engaged in meaningful informal discovery, exchanging documents and information related to the composition of the Settlement Class, the Data Incident, the Private Information involved, among other topics. *Id.* ¶ 9. Before any Settlement terms were negotiated, Class Counsel conducted interviews with Plaintiffs and putative Settlement Class Members, analyzed the documents and information produced by Defendant through informal discovery, and developed a thorough understanding of the complex technical issues underlying the claims and defenses in this Action. *Id*. Following the Parties' agreement to the Settlement terms, after hard-fought, arm's-length negotiations, Class Counsel worked diligently to draft and finalize the proposed Settlement and its exhibits, revise those drafts, and negotiate the details of the final

proposed Settlement with Defendant's Counsel. *Id.* ¶¶ 10, 11. This factor therefore weighs in favor of Preliminary Approval.

2. The Settlement Resulted from Arm's-Length Negotiations Free of Collusion

The proposed Settlement is the result of protracted, arm's-length negotiations informed by informal discovery and with experienced attorneys on both sides. *Id.* ¶¶ 10, 14. No fraud or collusion influenced the Parties' Settlement discussions. *Id.* ¶ 14. Proposed Class Counsel conducted an extensive investigation into the case's merits prior to filing the initial complaint and this Action and were well positioned throughout settlement negotiations to have a full understanding of the value of Plaintiffs' and Class Members' claims. *Id.* ¶ 11. This further demonstrates that Settlement negotiations were free of collusion and weighs in favor of Preliminary Approval. *See Bolanos v. Crossroads Equip. Lease & Fin., LLC*, 2025 U.S. Dist. LEXIS 228829, at *18 (C.D. Cal. Nov. 17, 2025) (quotations omitted) (finding settlement product of arms'-length negotiations where "the Parties exchanged informal discovery" about data security incident, which "allowed the Parties to objectively evaluate the strengths and weaknesses of their claims and defenses"). Additionally, neither attorneys' fees and costs nor Service Awards were discussed until after the material terms of the Agreement benefitting the Settlement Class were agreed-upon, further demonstrating that no collusion or conflict existed. *See id.* (finding agreement "was the product of 'arms length' negotiation" where "neither attorneys' fees or service awards were discussed prior to agreement on the core terms."); Counsel Decl. ¶ 13.

3. The Settlement Provides Substantial Relief to the Settlement Class

The Settlement is within the range of reasonableness in light of the best possible recovery, as the settlement benefits are reasonable in light of all of the attendant risks of litigation. In determining whether the benefits provided by a proposed class action settlement are adequate, FRCP Rule 23(e)(2) directs courts to consider "(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3)." FRCP Rule 23(e)(2)(C). Here, each of these considerations weighs in favor of Preliminary Approval.

i. Costs, Risks, and Delay of Trial and Appeal

The Settlement guarantees Settlement Class Members real relief for their injuries and provides enhanced protection from potential future fall-out from the Data Incident. First, all Settlement Class Members may submit a Valid Claim to enroll in a one-year membership of CyEx Medical Shield Pro Medical Data Monitoring to supervise and safeguard their medical information and identity going forward. SA ¶ 75(c). Second, all Settlement Class Members may submit Claims for one of two categories of Cash Payments. *Id.* ¶ 75(a), (b). Comparing the Settlement with recoveries obtained for consumer classes in other data breach settlements further demonstrates this Settlement's strength.[6] *See* Counsel Decl. ¶ 24.

While Plaintiffs are confident in the merits of their claims, the litigation risks cannot be disregarded. Data breach litigation is particularly complex because the law "has not yet been fully developed" and the parties would face "significant expenses in briefing and arguing class certification, summary judgment, expert reports, and maintaining class certification throughout trial." *In re Wawa, Inc. Data Sec. Litig.*, 2023 U.S. Dist. LEXIS 184635, at *28 (E.D. Pa. Oct. 12, 2023); *see also Jackson v. Nationwide Ret. Sols., Inc.*, 2024 WL 958726, at *4 (S.D. Ohio Mar. 5, 2024) ("[T]he technical issues involved in data breach cases are complex."); *In re Target Corp. Customer Data Security Breach Litig.*, 2015 U.S. Dist. LEXIS 155137, at *2 (D. Minn. Nov. 17, 2015) (because "legal issues involved in [in data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues"). Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases generally face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Logan v. Marker Group, Inc.*, 2024 U.S. Dist. LEXIS 126653 (S.D. Tex. July 18, 2024) (dismissing all but one claim). Class certification for trial is another hurdle. *See, e.g.*, *In re Blackbaud, Inc.,*

[6] *See, e.g.*, *Rutledge v. Saint Francis Healthcare Sys*., No. 1:20-cv-00013-SPC (E.D. Mo.) (reimbursement of out-of-pocket expenses and lost time up to $180, credit monitoring, and data security enhancements); *Chacon v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (reimbursement of ordinary expenses up to $300, extraordinary expenses up to $3,000, credit monitoring, and data security enhancements); *Carter v. Vivendi Ticketing United States LLC*, No. SACV 22-01981-CJC (DFMx) (C.D. Cal.) (reimbursement of documented losses up to $6,000, choice of credit monitoring or $100 flat cash payment); *Bahnmaier v. Wichita State Univ*., No. 2:20-cv-02246-JAR-TJJ, (D. Kan.) (reimbursement of lost time up to $60, and out-of-pocket losses up to $300); *Baksh v. IvyRehab Network, Inc.*, No. 7:20-cv-01845 (S.D.N.Y.) (reimbursing up to $75 out-of-pocket expenses and $20 for lost time, capped at $75,000 in the aggregate, credit monitoring, and data security enhancements).

Customer Data Breach Litig., 2024 U.S. Dist. LEXIS 86740 (D.S.C. May 14, 2024) (denying class certification in a data breach case).

Besides the potential that either side will lose at trial, Plaintiffs anticipate substantial additional costs if litigation continues, including expert witness fees. Counsel Decl. ¶ 19. The Settlement's value is guaranteed in the face of uncertainty in prevailing on the merits and costs that doing so would require. Plaintiffs dispute Defendant's defenses, but success at class certification and trial is far from certain. Through the Settlement, Plaintiffs and the Settlement Class gain significant benefits without risking not receiving any relief at all if the Action continues. *Id.* ¶¶ 19, 20, 25. Because the Settlement benefits outweigh the risks and uncertainties of continued litigation—including the attendant time and expenses associated with contested class-certification proceedings, completing merits discovery, pretrial motion practice, trial, and appeal—this factor weighs in favor of Preliminary Approval.

ii. *Method of Distributing Relief to the Class*

The Settlement's proposed method of distributing Settlement Class Member Benefits is not unduly burdensome and deters fraudulent claims. The Class List will be provided by Defendant and validated by the Settlement Administrator. SA ¶ 82. The Settlement provides for effective, direct Notice to the Settlement Class and a straightforward Claim Process for Settlement Class Members to submit Claims. Counsel Decl. ¶¶ 28, 29. The Claim Process is structured to ensure all Settlement Class Members have adequate time to review the Settlement terms; submit Claims; and decide whether to opt-out or object. *Id.* ¶¶ 29, 30. Accordingly, this factor weighs in favor of Preliminary Approval.

iii. *Proposed Fee Award and Costs*

Class Counsel has devoted significant time and financial resources to this Action despite the uncertainties of prevailing on the merits, obtaining class certification, and succeeding at trial (along with any appeals). Counsel Decl. ¶¶ 18, 23. Class Counsel did not broach the topic of attorneys' fees and costs until after agreeing on all substantive Settlement terms with Defendant's Counsel. *Id.* ¶ 13. Class Counsel intend to seek one third of the Settlement Fund ($1,166,666.67) as an attorneys' fee award, plus reimbursement of reasonable litigation costs incurred in the Action, all subject to Court approval. *Id.*

As the forthcoming Application for Fees, Costs, and Service Awards will further detail, Class Counsel's requested fee award and cost reimbursement is squarely within the range found

to be reasonable in this jurisdiction and warranted given the substantial result provided through the Settlement to the Settlement Class. Plaintiffs will file the Application for Fees, Costs, and Service Awards prior to the Objection Deadline and Opt-Out Deadline, in accordance with the Settlement Agreement.

iv. *No Additional Agreements*

FRCP Rule 23(e) requires the Court to consider any agreement reached between the Parties outside of the proposed Settlement Agreement. *See* FRCP Rule 23(e)(3) ("The parties seeking approval must file a statement identifying any agreement made in connection with the proposal."). No such agreement exists in this case. Counsel Decl. ¶ 14.

4. The Settlement Treats Settlement Class Members Equitably

Here, all Settlement Class Members are eligible to file Claims for the same Settlement Class Member Benefits, if said benefits apply to the Claimant. All Settlement Class Members are eligible to submit Claims for one of two types of Cash Payments and Medical Data Monitoring. SA ¶ 75. All Settlement Class Members who incurred extraordinary documented losses due to the Data Incident may submit Claims for reimbursement for those expenses, up to $5,000.00 per Claimant, while Settlement Class Members without documented losses are eligible to Claim a *pro-rata* alternate-cash payment. *Id.* The proposed Settlement therefore treats all Settlement Class Members fairly and equitably relative to each other and in relation to the strengths of their claims. Accordingly, "[t]here [is] no disparate treatment between class members; all st[and] to benefit equally." *Hanlon*, 150 F.3d at 1027. This aspect of the Settlement also "lessens the likelihood that the named plaintiffs and their attorneys colluded with [Defendant] to increase their own recovery at the expense of the unnamed plaintiffs who class counsel had a duty to represent." *Id.*

C. The Court Should Appoint the Proposed Class Representatives, Class Counsel, and Settlement Administrator

Plaintiffs have been integral to Class Counsel throughout litigation and settlement, assisting with the preparation of the Complaint, providing necessary factual information, communicating with Class Counsel when needed, and reviewing the terms of the Settlement. Counsel Decl. ¶ 17. Moreover, Plaintiffs are committed to continuing to assist Class Counsel through Final Approval. *Id*. Because Plaintiffs are adequate, the Court should appoint them as Class Representatives.

For the same reasons discussed above for adequacy of representation, the Court should appoint Margery S. Bronster and Robert M. Hatch of Bronster Fujichaku Robbins as Class Counsel. The Court previously appointed Class Counsel as Interim Lead Class Counsel in its order consolidating the related actions. SA ¶ 7. The same reasons supporting Class Counsel's interim appointment support their appointment as Class Counsel for the Settlement Class now. Class Counsel are leaders in the class action field with extensive experience prosecuting and resolving complex class actions, and specifically data breach matters like this Action. Counsel Decl. ¶ 24 & SA Ex. 1. Before commencing litigation, Class Counsel investigated the potential claims against Defendant and gathered information regarding the Data Incident. *Id.* ¶¶ 6. Those efforts continued throughout the litigation, including the hard-fought negotiations leading to the Settlement. *Id.* ¶¶ 10, 11. Class Counsel has devoted substantial time and resources to the Action and will continue to do so. *Id*. ¶ 18.

Finally, subject to Court approval, the Parties have agreed Epiq should be the Settlement Administrator. Epiq has extensive experience and a long history of successful class action administrations and will adequately administer this Settlement here. *Id.* ¶ 11.

D. The Notice Program Will Provide the Best Notice Practicable and the Claims Process Is Reasonable

HRCP Rule 23(e) provides that in the event of a proposed class settlement, "notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs." For classes certified under HRCP Rule 23(b)(3), "the court shall direct to the members of the class the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." HRCP Rule 23(c)(2). To satisfy due process, notice to class members must again be the best practicable, and reasonably calculated under all the circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice is sufficient if it "advise each member that (A) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may . . . enter an appearance through counsel." HRCP Rule 23(c)(2).

The Notice Program here satisfies the foregoing criteria. Direct Notice will be disseminated to all individuals who fall within the Settlement Class definition via Email Notice for those whose

names and email addresses can be reasonably identified from Defendant's records, and via Postcard Notice for those who do not have an identified email address or had their Email Notice returned as undeliverable. SA ¶¶ 84, 85. In addition, the Settlement Administrator will host the Settlement Website containing additional relevant information about the Settlement and maintain a toll-free telephone line for the Settlement Class's inquiries. *Id.* ¶ 88. Further, the Postcard Notice and Email Notice include, among other information, a description of the material terms of the Settlement; instructions to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline to opt-out of the Settlement Class and a statement regarding the right to opt-out; the Objection Deadline to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and a statement regarding the right to object; the Final Approval Hearing date; and the Settlement Website address where members of the Settlement Class may access the Agreement and other related documents and information, including the Long Form Notice. SA ¶ 87, SA Exs. 1, 2. The Long Form Notice and Settlement Website will also detail the opt-out and objection procedures approved by the Court. *Id.*, SA Ex. 4. Thus, the Court should approve the Notice Program, including the Claim Form and content of the Notices.

The Court should also approve the Claim Form and Claims Process. The Claim Form may be submitted online via the Settlement Website or sent to the Settlement Administrator via U.S. Mail. *Id.* ¶ 94. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in the Settlement and is thus a Valid Claim. *Id.* ¶ 95, 96.

V. PROPOSED SCHEDULE OF EVENTS

Consistent with the Agreement, Plaintiffs propose the schedule below. Deadlines in the Final Approval process, including the Opt-out, Objection, and Claim Deadlines, will be determined based on the date Preliminary Approval is ordered. Plaintiffs propose the following schedule:

Event	Date
Notice Date (Notice Program Begins)	No later than 45 days after Preliminary Approval
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees and Costs	14 days before Opt-Out Deadline and Objection Deadline

Opt-Out Deadline	75 days after Notice Date
Objection Deadline	75 days after Notice Date
Deadline to Submit Claim Forms	90 days after Notice Date
Final Approval Hearing	**_____, 2026, at ___:___am/pm**

VI. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request the Court enter a Preliminary Approval Order (i) certifying the Class for settlement purposes; (ii) preliminarily approving the proposed Settlement; (iii) appointing Plaintiffs as Settlement Class Representatives; (iv) appointing Robert M. Hatch and Margery Bronster of Bronster Fujichaku Robbins as Class Counsel; (v) approving the Notices, Notice Program, Claim Form, and Claim Process; (vi) appointing Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; and (viii) scheduling a Final Approval Hearing for the Court to consider whether to grant Final Approval of the Settlement and the forthcoming Application for Attorneys' Fees, Costs, and Service Awards.

DATED: Honolulu, Hawai‘i, May 11, 2026.

BRONSTER FUJICHAKU ROBBINS

/s/ Robert M. Hatch
MARGERY S. BRONSTER
ROBERT M. HATCH
DANIEL J. COMER

Attorneys for Plaintiffs
MALIA MORATH, RICK ROBINSON,
JOCELYN LIMA, EVELYN GONZALES
and the Putative Class

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI‘I

IN RE UNIVERSITY OF HAWAI‘I DATA BREACH LITIGATION	Civil No.: 1CCV-26-0000280 (SRN) (Other Civil Action) **JOINT DECLARATION OF CLASS COUNSEL**

JOINT DECLARATION OF CLASS COUNSEL

We, MARGERY S. BRONSTER and ROBERT M. HATCH, declare as follows:

1. We and our law firm were appointed by the Court as Interim Lead Class Counsel for the consolidated data breach class actions against Defendant, the University of Hawai‘i on March 2, 2026. *In re Univ. of Haw. Data Breach Litig.*, 1CCV-26-0000280, Dkt. 31. We have been working in conjunction with the consolidated Plaintiffs' co-counsel at Milberg PLLC, Shamis Gentle, Kopelowitz Ostrow Ferguson Weiselberg, and Straus Borrelli (collectively Plaintiffs' Counsel"). Plaintiffs' Counsel have negotiated a proposed Class Action Settlement with Defendant[7]; a true and correct copy of which is attached as Exhibit "A". We submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed contemporaneously herewith, in which we request approval as Class Counsel. We have personal knowledge of the facts set forth in this declaration, unless otherwise noted, and could testify competently to them if called upon to do so.

LITIGATION & SETTLEMENT

2. This Action arises from a Data Incident of Defendant's servers supporting the research operations at the epidemiology division of the University of Hawai‘i Cancer Center that impacted approximately 1,200,000 individuals' Private Information, which may have included names, Social Security numbers, driver's license numbers, health information and other medical data, and any other personally identifiable information or protected health information.

3. Defendant University of Hawai‘i is a public university system. The university system includes UHCC, an organized cancer research unit within the University of Hawai‘i at

[7] All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

Mānoa. In the course of its business, Defendant collects, maintains, and stores Private Information belonging to Settlement Class Members.

4. Defendant detected the Data Incident on or about August 31, 2025, wherein a third party unlawfully accessed specific UHCC servers that support the research operations at the epidemiology division of the UHCC. The impacted data included Settlement Class Members' Private Information.

5. In or around December 2025, Defendant reported the Data Incident to the Hawai‘i State Legislature.

6. Thereafter, four putative class action lawsuits were filed against Defendant in this Court, asserting similar claims on behalf of overlapping putative classes. Additionally, Plaintiff Johnson filed a similar putative class action arising from the Data Incident in the United States District Court for the District of Hawai‘i, which is no longer pending. Before commencing litigation, Class Counsel investigated the potential claims against Defendant and gathered information regarding the Data Incident.

7. Following the four state-court actions being filed, Plaintiffs' Counsel coordinated to prepare and file a motion to consolidate the related cases and appoint the undersigned as Interim Lead Class Counsel. On February 18, 2026, Plaintiffs' Counsel filed a Motion to Consolidate the related actions. The Court granted the motion on February 25, 2026, consolidating the state cases into this first-filed Action and appointing the undersigned as Interim Lead Class counsel.

8. On February 25, 2026, counsel for Plaintiffs' Counsel and counsel for Defendant met and conferred to discuss the scope of Plaintiffs' Interim Lead Class Counsel's responsibilities, duties, and authorities.

9. Considering the risk, expense, and delay of continued litigation, and in an effort to conserve resources for the benefit of the Settlement Class, the Parties also began discussing an early resolution of the Action. To aid in settlement negotiations, Plaintiffs' Counsel requested, and Defendant produced informal discovery regarding the nature and cause of the Data Incident, the number of impacted individuals, issues related to damages, and available financial resources. The materials exchanged in connection with settlement negotiations allowed Plaintiffs' Counsel

to thoroughly evaluate the strengths and weaknesses of the claims and defenses in the Action and the potential for resolution. Before any Settlement terms were negotiated, Plaintiffs' Counsel conducted interviews with Plaintiffs and putative Settlement Class Members, analyzed the documents and information produced by Defendant through informal discovery, and developed a thorough understanding of the complex technical issues underlying the claims and defenses in this Action, as well as the applicable laws of relevant jurisdictions.

10. The Parties then engaged in arm's length negotiations through experienced counsel, which ultimately resulted in their agreement to resolve the Action through the proposed Settlement.

11. Thereafter, the Parties worked cooperatively to negotiate and finalize Settlement terms and the Agreement, Notices, and Claim Form accompanying the Motion for Preliminary Approval, and to select and agree on a Settlement Administrator. The Parties agreed upon Epiq as the Settlement Administrator given its substantial experience in administering complex class action settlements

12. The Parties negotiated in conjunction with Defendant's insurer and reached a settlement that was within Defendant's policy limits.

13. The Parties did not discuss or negotiate attorneys' fees and costs or Service Awards until after all material terms of the Settlement regarding relief to the Settlement Class were agreed upon. In doing so, Plaintiffs' Counsel and Plaintiffs avoided conflicts with the Settlement Class.

14. The proposed Settlement is the product of hard-fought, arm's-length negotiations between experienced attorneys on both sides. There was no fraud or collusion in the Parties' negotiations, which took place at arm's-length over several months of back-and-forth. No additional agreement other than the Settlement Agreement was made in connection with the proposed Settlement.

15. Plaintiffs' Counsel will request one-third of the $3,500,000.00 non-reversionary, common Settlement Fund for attorneys' fees ($1,166,666.67), plus reimbursement of reasonable litigation costs. Plaintiffs' Counsel's request for this Fee Award and Costs will be included in the Motion for Final Approval, to be filed no later than fourteen (14) days before the Opt-out

Deadline and Objection Deadline and posted on the Settlement Website. The Parties did not begin discussing the topic of attorneys' fees and costs until after agreeing on all substantive Settlement terms benefitting the Settlement Class.

16. Plaintiffs' Counsel will request Service Awards of $2,000.00 for each Class Representative. These Service Awards are intended to reimburse Class Representatives for their efforts and in recognition of their dedication to the Settlement Class. Defendant will not oppose Plaintiffs' request for Service Awards to the extent it does not exceed this amount.

17. Class Representatives adequately represented the Settlement Class and diligently prosecuted the Action, including by serving as named Plaintiffs, assisting in Plaintiffs' Counsel's investigation, maintaining contact with Plaintiffs' Counsel during factual investigations and Settlement negotiations, reviewing and providing case documents, being prepared to assist with discovery, and answering Plaintiffs' Counsel's questions throughout the matter. Class Representatives have no conflicts with the Settlement Class.

18. Plaintiffs' Counsel adequately represented the Settlement Class by utilizing their extensive experience in class action litigation and complex data breach cases to secure an excellent Settlement providing timely, certain, and meaningful relief to the Settlement Class. Plaintiffs' Counsel have no conflict of interest with the Settlement Class. Class Counsel has devoted substantial time and resources to the Action and will continue to do so.

19. The relief obtained is adequate because the costs, risks, and delay of trial and appeal are substantial. While Plaintiffs' Counsel and Plaintiffs strongly believe in the merits of Plaintiffs' case, they also recognize Defendant intended to assert numerous, and potentially dispositive, defenses. The risk of establishing liability, damages, and maintaining the Action as a class action throughout trial are all substantial. Besides the potential that either side will lose at trial, Plaintiffs anticipate substantial additional costs if litigation continues, including expert witness fees. Given these risks, and the risks posed by data breach litigation in particular, the Settlement provides relief that is both timely and substantial.

20. The complexity, expense and likely duration of the litigation are substantial. Indeed, Plaintiffs would need to successfully oppose a motion to dismiss, and then likely need to gain and maintain class certification, prevail on summary judgment, win at trial, and prevail on

appeal. Additionally, the amount of data expert analysis and testimony needed to bring this Action to trial would increase costs significantly, as well as add to the length of time needed to resolve the matter.

21. The relief is also adequate because the proposed method of distributing relief is effective.

22. The reaction of the Settlement Class to the Settlement is currently unknown. While the Class Representatives have reviewed and approved the Settlement Agreement, other Settlement Class Members have not yet had that opportunity to voice their opinions. Plaintiffs strongly believe the Settlement is favorable to the Settlement Class and warrants Preliminary Approval, as do Class Counsel.

CLASS COUNSEL'S RECOMMENDATION

23. Class Counsel have years of experience representing individuals in complex class actions, including successfully prosecuting many data breach class actions like the instant matter. As such, Class Counsel's depth of experience informed both Plaintiffs' settlement position, and the needs of Plaintiffs and the proposed Settlement Class. While Class Counsel and Plaintiffs believe in the merits of Plaintiffs' claims, they are also aware that a successful outcome is uncertain, and would be achieved (if at all) only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all.

24. Based upon Class Counsel's substantial experience, it is our opinion that the proposed Settlement warrants the Court's Preliminary Approval. After all, this Settlement provides timely and significant monetary relief to Settlement Class Members. And the terms of the Settlement are well within the range of those accepted by courts in similar data breach class action settlements, including three recent class settlements approved by courts in this Circuit: *Hardy et al. v. Pac. Guardian Life Ins. Co., Ltd.*, No. 1CCV-25-0000467, Dkt. 29, 40 (Feb. 2, 2026) (reimbursement of out-of-pocket expenses and lost time up to $2,000 with documentation, $50 without documentation, credit monitoring, and data security enhancements); *Smith et al. v. HawaiiUSA FCU*, No. 1CCV-24-0000154, Dkt. 59, 70 (Sept. 23, 2024) (reimbursement of out-of-pocket expenses and lost time up to $4,000 with documentation, $50 without documentation, identity theft protection, and data security enhancements); *Spencer et al. v. Aloha Nursing Rehab Ctr.*, No. 1CCV-23-0000486, Dkt. 81, 88 (Aug. 19, 2024) (reimbursement of out-of-pocket

expenses and lost time up to $2,000 with documentation, $25-$745 without documentation, and credit monitoring and identity theft protection); *see also, e.g., Rutledge v. Saint Francis Healthcare Sys*., No. 1:20-cv-00013-SPC (E.D. Mo.) (reimbursement of out-of-pocket expenses and lost time up to $180, credit monitoring, and data security enhancements); *Chacon v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (reimbursement of ordinary expenses up to $300, extraordinary expenses up to $3,000, credit monitoring, and data security enhancements); *Carter v. Vivendi Ticketing United States LLC*, No. SACV 22-01981-CJC (DFMx) (C.D. Cal.) (reimbursement of documented losses up to $6,000, choice of credit monitoring or $100 flat cash payment); *Bahnmaier v. Wichita State Univ*., No. 2:20-cv-02246-JAR-TJJ, (D. Kan.) (reimbursement of lost time up to $60, and out-of-pocket losses up to $300); *Baksh v. IvyRehab Network, Inc*., No. 7:20-cv-01845 (S.D.N.Y.) (reimbursing up to $75 out-of-pocket expenses and $20 for lost time, capped at $75,000 in the aggregate, credit monitoring, and data security enhancements).

25. This result is particularly favorable given the risks of protracted litigation. Not only does this Settlement avoid the risks of protracted litigation, but it also provides benefits to Settlement Class Members today—as opposed to the mere possibility of future relief.

26. The Parties tailored the terms of the Settlement to address the specific potential harms (including out-of-pocket expenses) caused by the Data Incident, thereby reimbursing economic losses. Additionally, the Settlement provides valuable relief to the Settlement Class by making two free years of Credit Monitoring services available to all Claimants.

27. The Settlement Class Member Benefits unquestionably provide a favorable result to the Settlement Class. As such, the Settlement is well within the range of acceptable outcomes that satisfy the requirements for Preliminary Approval.

28. Additionally, the Notice Program contemplated by the Settlement provides the best practicable method to reach Settlement Class Members. Moreover, this particular Notice Program is consistent with other notice processes that have been approved in data breach cases across the country and in Hawai‘i. *Hardy*, Dkt. 29, 40; *Smith*, Dkt. 59, 70; *Spencer*, Dkt. 81, 88.

29. The Claim Process is structured to ensure all Settlement Class Members have adequate time to review the Settlement terms; compile documents supporting Claims for Cash

Payment A – Extraordinary Documented Losses, if elected; submit Claims; and decide whether to opt-out or object to the Settlement. The Claim Form is in plain language for easy completion.

30. The Opt-Out Period and Objection Deadline are specifically calculated to provide sufficient time to access and review the Settlement documents, including the motion for Attorneys' Fees, Costs, and Service Awards, to be filed no later than fourteen (14) days before the Opt-Out Deadline and Objection Deadline so that Settlement Class Members will have a fair opportunity to review these requests.

31. Individual litigation for all members of the Settlement Class—who have the same claims arising from the same Data Incident—would be highly inefficient and unnecessarily burden judicial and party resources.

32. Thus, Class Counsel ask the Court to grant Preliminary Approval of the Settlement Agreement and enter the proposed Preliminary Approval Order.

CLASS COUNSEL'S QUALIFICATIONS

33. Proposed Class Counsel have extensive experience prosecuting complex class actions, including data privacy class actions specifically. *See, e.g. Hardy*, Dkt. 29, 40; *Smith*, Dkt. 59, 70; *Spencer*, Dkt. 81, 88.

34. Class Counsel's experience is further described in the resumes of Margery S. Bronster and Robert M. Hatch; a true and correct copy of which is attached as Exhibit "B".

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

DATED: Honolulu, Hawai'i, May 11, 2026.

/s/ Margery S. Bronster
MARGERY S. BRONSTER

/s/ Robert M. Hatch
ROBERT M. HATCH

EXHIBIT “A”

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI‘I

IN RE UNIVERSITY OF HAWAI‘I DATA BREACH LITIGATION	CIVIL NO.: 1CCV-26-0000280 (SRN)

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement and Release is entered into between Plaintiffs,[1] individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Recitals

1. University of Hawai‘i is a public university system. The university system includes UHCC, an organized cancer research unit within the University of Hawai‘i at Mānoa.

2. In the course of its business, Defendant collects, maintains, and stores Private Information belonging to Settlement Class Members.

3. On or about August 31, 2025, Defendant became aware of a cybersecurity incident wherein a third party unlawfully accessed specific UHCC servers that support the research operations at the epidemiology division of the UHCC. The impacted data included Settlement Class Members' Private Information. The affected Private Information was contained in research files and was not part of the medical records for patients treated at or in conjunction with UHCC.

[1] All capitalized terms herein shall have the same meanings as those defined in Section II herein.

4. Defendant subsequently determined the Private Information of approximately 1,200,000 Settlement Class Members may have been impacted in the Data Incident.

5. In or around December 2025, Defendant reported the Data Incident to the Hawai‘i state legislature.

6. In February 2026, four putative class action lawsuits were filed in this Court, asserting similar claims on behalf of overlapping putative classes. Additionally, Plaintiff Johnson filed a similar putative class action arising from the Data Incident in the United States District Court for the District of Hawai‘i.[2]

7. Following the four state-court actions being filed, those Plaintiffs and their respective counsel coordinated to prepare and file a motion to consolidate the related cases and appoint Margery S. Bronster and Robert M. Hatch of Bronster Fujichaku Robbins as interim lead class counsel. On February 18, 2026, Plaintiffs filed a Motion to Consolidate the related actions. The Court granted the motion on February 25, 2026, consolidating the state cases into this first-filed Action and appointing Margery S. Bronster and Robert M. Hatch as interim lead class counsel.

8. On February 25, 2026, counsel for Plaintiffs and counsel for Defendant met and conferred to discuss the scope of Plaintiffs' interim lead class counsel's responsibilities, duties, and authorities. On March 2, 2026, the Court entered an Order further granting the motion to consolidate and appoint interim lead class counsel, further defining interim lead class counsel's responsibilities, duties, and authority.

[2] Plaintiff Johnson's United States District Court for the District of Hawai‘i action is no longer pending.

9. Considering the risk, expense, and delay of continued litigation, the Parties also began discussing early resolution of the Action. To aid in these settlement discussions, Defendant responded to Plaintiffs' informal requests for information related to, among other things, the nature and cause of the Data Incident, the number of impacted individuals, damage-related issues, and Defendant's financial condition.

10. Counsel for the Parties engaged in extensive arm's-length negotiations concerning a possible settlement of the claims asserted in the Action. These negotiations eventually resulted in the Settlement, the terms of which are reflected in this Agreement.

11. On February 27, 2026, the Parties filed a joint notice of settlement and request to stay all deadlines in the Action for 45 days while they finalized the Agreement, which the Court approved and ordered on March 4, 2026.

12. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in Plaintiffs' Complaints and the Data Incident as it relates to Defendant, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in Plaintiffs' Complaints, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted related to the Data Incident. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce

the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in their Complaints, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in Plaintiffs' Complaints lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

13. "**Action**" means the consolidated class action entitled: *In re University of Hawai'i Data Breach Litigation*, Civil No. 1CCV-26-0000280 and pending in the First Circuit Court for the State of Hawaii.

14. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Class Action Settlement Agreement and Release, including all of its attachments and exhibits.

15. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application to be made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and reimbursement for costs, and Service Awards for the Class Representatives.

16. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who submit a Valid Claim for either Cash Payment A – Extraordinary Documented Losses or Cash Payment B – Alternate Cash.

17. "**Cash Payment A – Extraordinary Documented Losses**" means the Cash Payment compensation that Settlement Class Members with extraordinary, documented losses

arising from the Data Incident may elect under the Settlement, pursuant to section V of this Agreement.

18. "**Cash Payment B – Alternate Cash**" means the *pro rata* flat-cash compensation that Settlement Class Members may elect under the Settlement, pursuant to section V of this Agreement.

19. "**Claim**" means the submission of a Claim Form by a Claimant to receive Settlement Class Member Benefits pursuant to this Agreement.

20. "**Claim Form**" means the proof of Claim, substantially in the form attached hereto as ***Exhibit 4***, which may be modified as necessary subject to the Parties' approval to meet the requirements of the Settlement Administrator.

21. "**Claim Form Deadline**" means the date which is 90 days after the Notice Date, and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Member Benefits.

22. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

23. "**Claimant**" means an individual who submits a Claim Form to the Settlement Administrator to receive Settlement Class Member Benefits.

24. "**Class Counsel**" means Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins.

25. "**Class List**" means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records.

To the extent maintained by Defendant, the Class List shall include the Settlement Class Members' full names, current addresses and email addresses.

26. "**Class Representatives**" means those Plaintiffs who the Court approves as representatives of the Settlement Class.

27. "**Complaints**" means all complaints filed in the Action, including all complaints filed in the related cases that were consolidated into the Action.

28. "**Court**" means the First Circuit Court of Hawai'i and the Judge(s) assigned to the Action.

29. "**Data Incident**" means the alleged unauthorized access to or acquisition of Plaintiffs' and Settlement Class Members' Private Information that Defendant discovered on or about August 31, 2025.

30. "**Defendant**" means the University of Hawai'i, a defendant in the Action.

31. "**Defendant's Counsel**" means Shook, Hardy & Bacon L.L.P and Kobayashi, Sugita & Goda LLP.

32. "**Effective Date**" means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. "**Email Notice**" means the email notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, which the Settlement Administrator shall disseminate to Settlement Class Members by email.

34. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described in Section III of this Agreement.

35. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

36. "**Final Approval Hearing**" means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney's Fees, Costs, and Service Awards.

37. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be substantially in the form attached hereto as ***Exhibit 6***.

38. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

39. "**Medical Data Monitoring**" means the free medical data monitoring service that Settlement Class Members may elect as a Settlement Class Member Benefit.

40. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

41. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

42. "**Net Settlement Fund**" means the amount of the Settlement Fund following payment of Settlement Administration Costs, Valid Claims for Cash Payment A – Extraordinary Documented Losses, Valid Claims for Medical Data Monitoring, and any attorneys' fees, costs, and Service Awards granted by the Court.

43. "**Notice**" means the Postcard Notice and/or Email Notice, Long Form Notice, and Claim Form that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval, as well as the Settlement Website and the Settlement Class toll-free telephone line.

44. **"Notice Date"** means the day by which the Settlement Administrator must begin issuing Notice to the Settlement Class, and shall be no later than 45 days after entry of the Preliminary Approval Order.

45. "**Notice of Deficiency**" means the notification sent by the Settlement Administrator to a Claimant who has submitted an invalid Claim.

46. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Email Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

47. "**Objection Deadline**" means the date that is 75 days after the Notice Date and is the last day on which Settlement Class Members may object to the Settlement.

48. "**Opt-Out Deadline**" means the date that is 75 days after the Notice Date and is the last day on which a person may request to be excluded from the Settlement Class.

49. "**Party**" means either Plaintiffs or Defendant, and "**Parties**" means Plaintiffs and Defendant collectively.

50. "**Plaintiffs**" means Malia Morath, Rick Robinson, Jocelyn Lima, Evelyn Gonzalez, and Dana Rosemarie Johnson.

51. "**Postcard Notice**" means the postcard notice of the Settlement, which includes a tear-off Claim Form, substantially in the form attached hereto as ***Exhibit 2***, which the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail in the alternative to Email Notice pursuant to this Agreement.

52. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

53. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

54. "**Private Information**" means any combination of names, Social Security numbers, driver's license numbers, health information and other medical data, and any other personally identifiable information or protected health information that may have been stored within Defendant's information technology systems and compromised at the time of the Data Incident.

55. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, based on contract, tort or any other theory, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, or common law or any other law, against the Released Parties, or any of them, arising out of or

relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act relating to the Data Incident or any alleged violations of laws or regulations cited in the Complaints or the Action.

56. "**Released Parties**" means Defendant, the State of Hawai‘i and their respective past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, regents, employees, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant's or the State of Hawai‘i's behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

57. "**Releases**" means the releases and waiver set forth in Section XII of this Agreement.

58. "**Releasing Parties**" means (a) Plaintiffs and all Settlement Class Members, (b) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (c) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (d) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and

(e) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (a)-(d).

59. "**Service Awards**" means the monetary compensation the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

60. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding the Notice Program and Settlement administration.

61. "**Settlement Administrator**" means Epiq Class Action & Claims Solutions, Inc., or Epiq, the third party-notice and claims administrator jointly approved by the Parties.

62. "**Settlement Class**" means all living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident. Excluded from the Settlement Class are (a) the judge(s) presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge(s); (b) Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (c) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

63. "**Settlement Class Member**" means any member of the Settlement Class who has not opted out of the Settlement.

64. "**Settlement Class Member Benefit**" means the Cash Payment and/or Medical Data Monitoring that Settlement Class Members may Claim pursuant to this Agreement.

65. "**Settlement Fund**" means the non-reversionary sum of three million five hundred thousand dollars and zero cents ($3,500,000.00), to be paid by, or on behalf of, Defendant as specified in this Agreement.

66. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain Notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Email Notice, Postcard Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least three months after Final Approval.

67. "**UHCC**" means the University of Hawai‘i Cancer Center, an organized research unit within Defendant's flagship University of Hawai‘i at Mānoa campus.

68. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member that is competent and not an incapacitated minor or adult; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions

regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

69. Defendant shall fund or cause to be funded the Settlement Fund by paying or causing to be paid in two installments the total amount of $3,500,000.00 into an Escrow Account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant's Counsel, and Class Counsel. Within 30 days after the later of the following events, Defendant shall pay an amount necessary to cover Settlement Administration Costs through the notice period: (a) the Court enters the Preliminary Approval Order; or (b) Defendant receives an invoice, W-9, payment instructions from the Settlement Administrator, and contact information of an individual to voice verify the instructions. Defendant shall pay the remaining amount of the Settlement Fund within 30 days of entry of the Final Approval Order. In no event will Defendant be required to pay more than $3,500,000.00 as part of this Settlement. In the event there is no Final Approval Order, with the exception of any outstanding invoices due to the Settlement Administrator, all funds remaining in the Settlement Fund shall be payable to Defendant.

70. The Settlement Fund shall be used to pay (a) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (b) all Settlement Administration Costs; (c) any attorneys' fees and costs awarded by the Court to Class Counsel; and (d) any Service Awards to the Class Representatives approved by the Court.

71. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Regulations § 1.468B-1at all times since creation of

the Escrow Account. The funds in the Escrow Account shall earn a reasonable rate of interest and all interest shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including without limitation taxes payable by reason of any such indemnification).

72. Other than the payment of the Settlement Fund monies as described in paragraphs 69 and 70 of this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund or Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund or the Escrow Account.

IV. Certification of the Settlement Class

73. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such

Settlement, that this Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

V. Settlement Consideration

74. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment from the Settlement Fund. When submitting a Claim, Settlement Class Members may elect Cash Payment A – Extraordinary Documented Losses or Cash Payment B – Alternate Cash. Additionally, Settlement Class Members may also elect to receive Medical Data Monitoring in accordance with the terms of this paragraph. The amount paid to each Claimant who submits a Valid Claim for Cash Payment B – Alternate Cash will be a pro rata, equal percentage share of the Net Settlement Fund, calculated by dividing the Net Settlement Fund amount by the number of Valid Claims for Cash Payment B – Alternate Cash. The estimated Cash Payment for Cash Payment B – Alternate Cash is $50.00 per Claimant, which is subject to *pro rata* increase or decrease based on the Net Settlement Fund amount and the number of Valid Claims for Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases will be on an equal percentage basis.

75. For purposes of calculating the Net Settlement Fund, the Settlement Administrator must distribute the funds in the following order: (a) Settlement Administration Costs, (b) Class Representative Service Awards, (c) Court-awarded attorneys' fees and costs to Class Counsel, (d) payment of Valid Claims for Medical Data Monitoring, (e) payment of Valid Claims for Cash Payment A – Extraordinary Documented Losses, and (f) payment of Valid Claims for Cash

Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Extraordinary Documented Losses: Settlement Class Members may submit a Claim for a Cash Payment under this section for up to $5,000.00 per Claimant subject to approval and presentment of proper documented extraordinary losses demonstrating the amount of the loss and that the loss was a direct result of the Data Incident. To receive such documented extraordinary loss payment, a Settlement Class Member must elect Cash Payment A – Extraordinary Documented Losses on the Claim Form, attesting under penalty of perjury to incurring extraordinary documented losses, and the Claimant must submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. The documentation must demonstrate the amount of the loss and that the loss was a direct result of the Data Incident. If a Settlement Class Member does not submit reasonable documentation supporting an extraordinary

documented loss, or if the Settlement Class Member's Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment A – Extraordinary Documented Losses will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B – Alternate Cash.

b. Cash Payment B – Alternate Cash: As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a *pro rata* flat-cash payment from the Net Settlement Fund.

c. Medical Data Monitoring: In addition to either of the foregoing Cash Payments, all Settlement Class Members may submit a Claim to enroll in a one-year membership of Medical Shield Pro Medical Data Monitoring services provided by CyEx.

76. ***Cy Pres* Recipient:** After Settlement Class Members who submitted Valid Claims for Cash Payments are given an opportunity to cash their checks, as provided for herein, any remaining funds in the Settlement Fund shall be distributed to a *cy pres* recipient to be agreed upon by the Parties. Such recipient shall have no affiliation with the Parties or their counsel and must be reasonably related to privacy or data protection, or the promotion of the same through training and awareness programs.

VI. Settlement Approval

77. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within 14 days of the execution of this Agreement.

78. The Motion for Preliminary Approval shall, among other things, request the Court: (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c)

approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Robert M. Hatch and Margery Bronster of Bronster Fujichaku Robbins as Class Counsel for Settlement purposes; (g) appoint Plaintiffs as Class Representatives; (h) appoint Epiq as the Settlement Administrator; (i) continue staying the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

79. The Parties agree that subject to Court approval, Epiq shall be the Settlement Administrator. The Parties shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the laws of the state of Hawai‘i.

80. The Settlement Administrator shall administer various aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims.

81. The Settlement Administrator's duties include the following:

a. Completing the Notice Program by noticing the Settlement Class with Court-approved Notice forms and sending out Long Form Notices and Claim Forms

on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and distributing Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining the Settlement Fund in the Escrow Account;

c. Establishing and maintaining a post office box to receive opt-out requests, from the Settlement Class, objections from Settlement Class Members, and Claim Forms from Settlement Class Members;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to the Parties that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice

Program was completed, indicating the number of Claim Forms received, the value of the Claims submitted to date, providing the names of each person who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

k. Distributing Cash Payments from the Settlement Fund to Settlement Class Members who submit Valid Claims;

l. Ensuring Medical Data Monitoring redemption codes are sent to all Settlement Class Members who submit Valid Claims for Medical Data Monitoring;

m. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

n. Paying Settlement Administration Costs out of the Settlement Fund following approval by the Parties; and

o. Any other Settlement administration function at the instruction of the Parties, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Data Monitoring redemption codes have been properly distributed.

VIII. Notice Program, Opt-Out Procedures, and Objection Procedures

82. Defendant will make the Class List available to the Settlement Administrator no later than 14 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant

will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

83. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Notice forms approved by the Court.

84. Direct Notice shall be provided via Email Notice to the members of the Settlement Class for whom email addresses are available to Defendant and provided in the Class List. The Email Notice shall contain a link to submit an online Claim Form. In the alternative to Email Notice, direct Notice will be sent via double-sided Postcard Notice with a tear-off Claim Form to the members of the Settlement Class for whom an email address is not available. The Parties shall confer during the Notice Program regarding Notice.

85. For any Settlement Class Member whose Email Notice is returned as undeliverable, the Settlement Administrator shall re-send Notice to the Settlement Class Member via Postcard Notice to the Settlement Class Member's mailing address provided in the Class List.

86. The Settlement Administrator shall perform reasonable address traces for Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purposes. No later than 60 days after the Notice Date, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

87. The Email Notice and Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; a link to submit a Claim Form electronically (for Email Notice) or a tear-off Claim Form (for Postcard Notice), with instructions

how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to optout of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees and Costs, and Service Awards; the Final Approval Hearing date; the Settlement Class toll-free telephone number; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

88. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

89. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A member of the Settlement Class may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked on or before the Opt-Out Deadline. The opt-out request must be personally signed by the requestor and contain the requestor's name, address, telephone number, and email address (if any), the title of

the Action: *In re University of Hawai'i Data Breach Litigation*, Case No. 1CCV-26-0000280, currently pending in the First Circuit Court, Hawaii, and include a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

90. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on or before the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have excluded themself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

91. For an objection to be considered by the Court, the objection must also set forth the following:

a. the title of the Action: *In re University of Hawai'i Data Breach Litigation*, Case No. 1CCV-26-0000280;

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

f. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

92. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

IX. Claim Process and Distribution of Settlement Class Member Benefits

93. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

94. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

95. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator has the authority to determine whether a Claimant has the capacity and authority to execute the Claim Form, and has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

96. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf

of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

97. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

98. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form

Deadline, or 15 days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

99. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant does not have the capacity to execute the Claim Form;

f. The Claimant is not a Settlement Class Member;

g. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;

h. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

i. Failure to submit a Claim Form by the Claim Form Deadline; and/or

j. The Claim Form otherwise does not comply with the requirements of this Settlement.

100. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 15 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

101. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

102. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

103. No later than 75 days after Final Approval or 60 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

104. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their right to the funds.

105. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds and distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

106. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Medical Data Monitoring with information on how to enroll in the Medical Data Monitoring, including the redemption code.

X. Final Approval and Judgment

107. The Parties shall request a Final Approval Hearing date of at least 150 days after

the Court enters the Preliminary Approval Order. Plaintiffs shall file their Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 14 days before the Opt-Out Deadline and Objection Deadline. At the Final Approval Hearing, the Court will hear argument on the Motion for Final Approval and the Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all requirements listed in this Agreement.

108. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for attorneys' fees, costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members,

and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Attorneys' Fees, Costs, and Service Awards

109. ***Service Awards.*** In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives of up to $2,000.00 each, subject to Court approval. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within 45 days of the Effective Date. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits.

110. ***Attorneys' Fees and Costs.*** Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund ($1,166,666.67), plus reimbursement of reasonable litigation costs, which Defendant will not oppose. If approved, the attorneys' fees and costs award shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel, within 45 days of the Effective Date.

111. This Settlement is not contingent on approval of Application for Attorneys' Fees, Costs, and Service Award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and Service Awards were not negotiated until after the Parties reached agreement on all material terms of the Settlement.

XII. Releases

112. Upon the Effective Date, and in consideration of the Settlement relief and other

consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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 Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq*., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

113. Members of the Settlement Class who opt out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

114. Upon the Effective Date (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and

Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

115. The power to enforce any term of this Settlement is not affected by the Releases in this section.

XIII. Termination of Settlement Agreement

116. This Agreement shall be subject to, and is expressly conditioned on, the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

117. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

118. Additionally, within 7 days of the Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a complete list of all timely and valid opt-out requests. If more than 50 opt-out requests are submitted, Defendant shall have the right to

terminate this Agreement in its entirety by providing written notice to the Court within 21 days after the Opt-Out Deadline.

119. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

120. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

XIV. Effect of Termination

121. The grounds upon which this Agreement may be terminated are set forth in Section XIII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

122. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XV. No Admission of Liability

123. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaints. Defendant specifically denies that a class could or should be certified in the Action or Related Actions for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action or Related Actions.

124. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

125. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind.

126. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

127. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVI. Miscellaneous Provisions

128. ***Confidentiality***. To the extent permitted by ethics rules and the State of Hawai‘i open records and open meetings laws, the Parties and their counsel shall make best efforts to keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and

may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. This Confidentiality provision shall neither affect nor interfere with the record-keeping obligations of any law firm, insurance company, insurance adjuster, or third-party administrator to insurance companies. As a public entity, Defendant may also provide information about the Settlement Agreement to its attorneys, officers, Board of Regents, members, employees, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by State laws or other applicable laws and regulations.

129. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

130. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

131. ***Cooperation of Parties***. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek and uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

132. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

133. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

134. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

135. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Hawai'i, without regard to the principles thereof regarding choice of law.

136. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

137. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court

shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

138. ***Calculation of Time.*** In the event that any deadline or required date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, such deadline shall be deemed to occur on the next succeeding business day.

139. ***Notices***. All notices provided for herein, shall be sent by email.

a. If to Plaintiffs or Class Counsel:

Robert M. Hatch
Margery S. Bronster
Bronster Fujichaku Robbins
1003 Bishop Street, Ste. 2300
Honolulu, HI 96813
rhatch@bfrHawai‘i.com
mbronster@bfrHawai‘i.com

b. If to Defendant or Defendant's Counsel:

Alfred J. Saikali
Shook, Hardy & Bacon L.L.P.
201 S. Biscayne Blvd., Ste. 3200
Miami, Florida 33131
asaikali@shb.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

140. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, as approved by the Court.

141. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

142. ***Authority.*** Class Counsel (for Plaintiffs and the Settlement Class Members), and Defendant's Counsel, each represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

143. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, common law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

144. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge the following: (a) they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, it will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective

of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

145. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement the Releases, and fully understands the effect of this Agreement and the Releases.

146. ***Bar to Future Suits***. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

Signature Pages Follow

Agreed by:

CLASS COUNSEL (for Plaintiffs)

ROBERT M. HATCH
BRONSTER FUJICHAKU ROBBINS

MARGERY S. BRONSTER
BRONSTER FUJICHAKU ROBBINS

DEFENDANT

By: Carrie K. S. Okinaga
Its: Vice President for Legal Affairs
and University General Counsel

EXHIBIT 1

FROM: EMAIL ADDRESS
TO: EMAIL ADDRESS
RE: UNIVERSITY OF HAWAIʻI – NOTICE OF CLASS ACTION SETTLEMENT

UniqueID: <<UNIQUE ID>>

LEGAL NOTICE

In re University of Hawai'i Data Breach Litigation
Civil No. 1CCV-26-0000280
First Judicial Circuit Court, State of Hawai'i

IF YOU WERE NOTIFIED THAT YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN AN AUGUST 2025 UNIVERSITY OF HAWAIʻI DATA INCIDENT, YOU ARE ELIGIBLE TO RECEIVE BENEFITS FROM A CLASS ACTION SETTLEMENT.

A Court has authorized this Notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this notice carefully and completely.

You can file your Claim Form here.

Dear «First» «Last»:

A proposed Settlement has been reached in a class action lawsuit against University of Hawai'i ("Defendant"). The lawsuit asserts claims against Defendant related to the alleged unauthorized access to or acquisition of individuals' private information discovered in August 2025 (the "Data Incident"). Defendant denies that it did anything wrong, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at www.XXXXXXXXXX.com.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Who is included in the Settlement Class? The Court has defined the Settlement Class as "All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident."

Excluded from the class are (1) the judges presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge; (2) the Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

What Does the Settlement Provide? As a Settlement Class Member, you may claim one year of **Medical Data Monitoring** and **one** of two **Cash Payment** options:

Cash Payment A – Extraordinary Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to fraud and/or identity theft that were the direct result of the Data Incident for up to $5,000 per Settlement Class Member; **OR**

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation for any losses, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of $50. This alternate cash payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must opt out or exclude yourself by submitting an opt-out request **postmarked** by **Month XX, 20YY**. If you do not opt out of the Settlement, you will give up the right to sue the Defendant and the Released Parties for any claims related to the Data Incident.

What if I don't like the Settlement terms? If you do not opt out or exclude yourself from the Settlement, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. To object, you must submit an objection by **Month XX, 20YY**, and provide the reasons for the objection. Visit the Settlement Website at **www. XXXXXXXXXX.com** for more details.

The Long Form Notice on the Settlement Website explains how to opt-out or object.

What if I do Nothing? If you do nothing, you will receive no Cash Payment or Medical Data Monitoring from the Settlement, and you will lose the right to sue the Defendant and the Released Parties for any claims related to the Data Incident.

When will the Court decide whether to approve the Settlement? The Court will hold a Final Approval Hearing on **Month XX, 20YY**, at **[time]**, at the First Judicial Circuit Court of Hawai'i Kaahumanu Hale 777 Punchbowl Street Honolulu, HI 96813-5093 to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund and costs, the requested $2,000.00 Service Awards for Class Representatives, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This Email Notice is only a summary. The information provided is for the purpose of providing legal notice and does not constitute legal advice. It is not intended to create, and receipt of it does not constitute, an attorney-client relationship. Learn more at the Settlement Website **www.XXXXXXXXX.com** or by calling toll free 1-XXX-XXX-XXXX.

EXHIBIT 2

University of Hawai'i Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

BARCODE NO-PRINT ZONE

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

IF YOU WERE NOTIFIED THAT YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN AN AUGUST 2025 UNIVERSITY OF HAWAI'I DATA INCIDENT, YOU ARE ELIGIBLE TO RECEIVE BENEFITS FROM A CLASS ACTION SETTLEMENT.

A Court has authorized this notice.
*This is **not** a solicitation from a lawyer.*

For more information, visit www.XXXXX.com
or call XXX-XXX-XXX or

Scan this
QR code to
learn more!

<<MAIL ID
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A proposed Settlement has been reached in a class action lawsuit against the University of Hawai‘i ("Defendant"). The lawsuit asserts claims against Defendant related to the alleged unauthorized access to or acquisition of individuals' private information discovered in August 2025 (the "Data Incident"). The Parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at **www.XXXXXXXXXX.com**.

WHO IS A SETTLEMENT CLASS MEMBER?

All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident.

WHAT ARE THE SETTLEMENT BENEFITS?

(1) Medical Data Monitoring for one year.

YOUR ENROLLMENT CODE IS:
«EnrollmentCode»

The link for enrollment will be provided after the Court grants final approval.

*In addition, you may claim **one** of two Cash Payment options:*

(2) Cash Payment A – Extraordinary Documented Losses up to $5,000 for actual, documented, unreimbursed out-of-pocket expenses related to fraud and/or identity theft losses **OR**

(3) Cash Payment B – Alternate Cash *pro rata* (a legal term meaning equal share) payment in the estimated amount of $50, without providing documentation.

YOUR RIGHTS AND OPTIONS.

Submit a Claim. To qualify for Settlement benefits, you must timely complete and submit a Claim Form by **Month XX, 20YY** online at www.**XXXXX**.com or by U.S. Mail.

Opt-out. If you do not want to be legally bound by the Settlement, you must submit an opt-out request **postmarked** by **Month XX, 20YY**. If you do not opt out, you will give up the right to sue and will release Defendant and the Released Parties regarding the settled claims.

Object. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. Please visit the Settlement Website for more details.

The Long Form Notice on the Settlement Website explains how to opt-out or object.

Do Nothing. If you do nothing, you will get no Cash Payment or Medical Data Monitoring, and you will be bound by the Settlement and any judgments and orders.

Attend the Final Approval Hearing. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, at [time] to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund and costs, Service Awards, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This Notice is a summary. Learn more at www.**XXXXX**.com, or by calling toll free **1-XXX-XXX-XXX**.

Unique ID: <<UNIQUEID>> **PIN:** <<PIN>>

CLAIM FORM

Claims must be postmarked or submitted online by Month Day, 20YY.

*Address:

*City: *State: *ZIP Code:

Cash Payment A – Extraordinary Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to fraud and/or identity theft resulting from the Data Incident for up to $5,000 per Settlement Class Member. To submit a Claim Form for documented losses, visit the Settlement Website at www.XXXXX.com, or request a paper Claim Form by calling toll free 1-XXX-XXX-XXX.

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of $50. This payment will be adjusted based on the total value of the Valid Claims submitted.

☐ By checking this box, I affirm that I want to receive a one-time estimated $50 alternate cash payment.

Medical Data Monitoring: In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive one year of free Medical Data Monitoring services.

☐ By checking this box, I affirm that I want to receive one year of Medical Data Monitoring at the following email address:

*Email Address:

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature: **Date:**

BARCODE
NO-PRINT
ZONE

PLACE
STAMP
HERE

University of Hawai‘i Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: University of Hawai'i Data Breach Litigation
Civil No. 1CCV-26-0000280
First Judicial Circuit Court for the State of Hawai'i

A Court authorized this Notice.
This is not a solicitation from a lawyer.

If You Were Notified that Your Private Information Was Potentially Impacted in an August 2025 University of Hawai'i Data Incident, You Are Eligible to Receive Benefits from a Class Action Settlement

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- A Settlement[1] has been reached with the University of Hawai'i ("Defendant") in a class action lawsuit. The lawsuit concerns the unauthorized access to and acquisition of Private Information that occurred in August 2025.
- **Who is a Settlement Class Member?**

  All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident.

  Excluded from the Settlement Class are: (1) the judges presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge; (2) the Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.
- Settlement Class Members are eligible for the following Settlement Class Member Benefits:

  ❖ **Cash Payment A – Extraordinary Documented Losses:** Settlement Class Members are eligible to submit a claim for a Cash Payment for Documented Extraordinary Losses for **up to $5,000 per Settlement Class Member** upon presentment of **reasonable documentation** of losses related to fraud and/or identity theft that can be reasonably traced to the Data Incident;

  OR

  ❖ **Cash Payment B – Alternate Cash:** As an alternative to Cash Payment A (above), a Settlement Class Member may submit a claim to receive Cash Payment B, which is a cash payment in the *estimated* amount of $50.00. Your alternate cash payment may be subject to a *pro rata* increase or decrease depending on the amount available in the Net Settlement Fund.

  In addition to a Cash Payment, Settlement Members may enroll in:

  ❖ **Medical Data Monitoring:** Settlement Class Members may submit a claim for Medical Data Monitoring, which includes one year of CyEx's Medical Data Monitoring product.

For more information visit **www.xxxxxxxx.com** no later than **Claim Form Deadline** or call (XXX) XXX-XXXX.

[1] The Settlement Agreement defines all capitalized terms not otherwise defined in this Notice. The Settlement Agreement is available at www.XXXXXXXX.com.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

YOUR LEGAL RIGHTS & OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive cash and other benefits from this Settlement is to submit a valid and timely Claim Form. To submit a Claim Form online, visit **www.xxxxxxxx.com**, or you can mail a Claim Form to the Settlement Administrator. You may also call the Settlement Administrator to request a paper copy of the Claim Form.	Submitted online or postmarked on or before: **Month DD, 20YY**
EXCLUDE YOURSELF BY OPTING OUT OF THE CLASS	You may choose to opt out of the Settlement. If you do so, you retain the right to sue, continue to sue, or participate in another lawsuit against the Defendant related to the legal claims resolved by this Settlement, at your own expense and with counsel of your choosing. If you opt out, you will not receive any benefits and will not be bound by the terms of the Settlement Agreement.	Postmarked on or before: **Month DD, 20YY**
OBJECT TO THE SETTLEMENT AND/OR ATTEND THE FINAL APPROVAL HEARING	You may write to the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. The Court cannot change the terms of the Settlement. You may also ask to speak at the Final Approval Hearing on **DATE/TIME**, about the fairness of the Settlement, with or without your own attorney.	Postmarked on or before: **Month DD, 20YY**
DO NOTHING	You will receive no Settlement Class Member Benefits and will be bound by the Settlement and the Releases.	No Deadline

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court must still decide whether to approve the Settlement. Settlement Class Member Benefits will be distributed only if the Court approves the Settlement and after any appeals are resolved.

What This Notice Contains

Basic Information **4**

Who is included in the Settlement **5**

The Settlement Benefits **5**

How to get Benefits from the Settlement **6**

Excluding Yourself or Opt-Out from the Settlement **7**

Objecting to the Settlement **8**

The Lawyers Representing You **9**

The Court's Final Approval Hearing **10**

If You Do Nothing **10**

Get More Information **11**

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have the right to know about the Settlement, and all of your rights and options, before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Honorable Steven Nichols of the First Judicial Circuit Court for the State of Hawai'i is overseeing the case captioned as *In re University of Hawai'i Data Breach Litigation*, Civil No. 1CCV-26-0000280 ("Action"). The individuals who filed this lawsuit are called the Plaintiffs or Class Representatives. The company sued is the University of Hawai'i (Defendant).

2. What is this Action about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated regarding a cybersecurity incident that occurred on or about August 31, 2025 wherein a third party unlawfully accessed specific University of Hawai'i Cancer Center ("UHCC"), servers that support the research operations at the epidemiology division of the UHCC (the "Data Incident"). Certain files that contained Private Information were accessed. The impacted information included names, Social Security numbers, driver's license numbers, and research Private Information. The affected data was contained in research files and was not part of the medical records for patients treated at or in conjunction with UHCC.

Defendant denies any wrongdoing whatsoever. No Court or other judicial body has made any judgment or other determination that Defendant has done anything wrong. The Court has not made any determination of any wrongdoing by Defendant or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is this Action a class action?

In a class action, one or more people called "class representatives" or "plaintiffs" sue on behalf of all people who have similar claims. Together, all these people are called a "class", and the individuals are "class members." One court resolves the issues for all class members, except for those who timely exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides have agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the Action.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement Class?

The Settlement Class includes all living individuals in the United States who were notified that their Private Information was potentially compromised in the Data Incident.

6. Are there exceptions to being included in the Settlement Class?

Yes. Excluded from the Settlement Class are (a) the judges presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge; (b) the Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (c) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

7. What if I am still not sure whether I am part of the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you may visit www.XXXXXXXXXX.com or call toll free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

The Settlement Agreement provides for a $3,500,000.00 Settlement Fund, which will be used to pay (1) all Valid Claims for Settlement Class Member Benefits; (2) all Settlement Administration Costs; and (3) any attorneys' fees, costs, and Service Awards approved by the Court.

The Settlement provides the following Settlement Class Member Benefits:

(1) **Cash Payment A – Extraordinary Documented Losses:** Reimbursement up to $5,000.00 for **reasonably documented** losses per Settlement Class Member that can be reasonably traced to the Data Incident.

Examples of reasonable documentation include (but are not limited to) telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by the Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator and you do not cure your Claim Form, your Claim Form will be processed as if you elected Cash Payment B – Alternate Cash.

(2) Cash Payment B – Alternate Cash: As an alternative to Cash Payment A, without providing documentation, you may submit a claim to receive an alternate cash payment in the *estimated* amount of $50.00.

Your Cash Payment B may be subject to a *pro rata* (a legal term meaning equal share) increase if the value of the Valid Claims submitted does not use the entire Net Settlement Fund. Alternatively, if the value of the Valid Claims exceeds the amount of the Net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund which includes: payment of Settlement Administration Costs, Valid Claims for Cash Payment A, Valid Claims for Medical Data Monitoring, and any attorneys' fees, costs and Service Awards granted by the Court. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Medical Data Monitoring: All Settlement Class Members may also submit a claim to enroll in one year of CyEx's Medical Shield Pro Medical Data Monitoring service.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Defendant, the State of Hawai'i and its respective affiliates will receive Releases from all Released Claims that could have been or that were brought against Defendant relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and the Released Parties for claims associated with the Data Incident. These Releases are described in Section XII of the Agreement which is available at **www.website.com**. If you have any questions, you may talk Class Counsel listed in Question 18 for free or you can talk to your own lawyer.

10. What are the Released Claims?

Section XII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, so please read carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you may also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a complete and timely Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form may be submitted online at www.XXXXXXXXXX.com by **Month DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

University of Hawai'i Data Incident
Settlement Administrator
PO Box xxxx
Portland, OR xxxxx-xxxx

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least one week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

University of Hawai'i Data Incident
Settlement Administrator
PO Box xxxx
Portland, OR xxxxx-xxxx

13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check **www.XXXXXXXXXX.com** for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

14. How do I opt-out of the Settlement?

If you receive notice of this Settlement and want to maintain any right to sue or continue to sue Defendant and the Released Parties on your own about the legal claims in this Action or the Released Claims, then you must take steps to exclude yourself from the Settlement. This is sometimes also referred to as "opting out" of the Settlement.

To opt out from the Settlement, you must mail a written opt-out request, which includes the following:

1) Your name, address, telephone number, and email address (if any);
2) The Settlement Class Member's personal physical signature;
3) The case name and number: *In re University of Hawai'i Data Breach Litigation,* Civil No. 1CCV-26-0000280 (1st. Cir. Ct. of Hawai'i.); and
4) A statement that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in *In re University of Hawai'i Data Breach Litigation,* Civil No. 1CCV-26-0000280 (1st. Cir. Ct. of Hawai'i.)."

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **Month DD, 20YY**:

University of Hawai'i *Data Incident*
c/o Settlement Administrator
PO Box xxxx
Portland, OR xxxxx-xxxx

You cannot opt-out (exclude yourself) by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

15. If I opt out, will I still get something from the Settlement?

No. If you opt out, you will not receive any Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this Action. You may only receive Settlement Class Member Benefits if you submit a timely and valid Claim Form.

16. If I opt out, may I sue Defendant for the Data Incident?

If you opt-out, you give up any right to sue the Defendant and Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by the terms of the Settlement, proceedings, orders, and judgments in the Action. You must opt out of this Action to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

You may tell the Court that you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by objecting to the Settlement.

For an objection to be valid under the Settlement, it must be sent to the Clerk of Court, and sent by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month DD, 20YY**.

Clerk of the Court	**Class Counsel**
Clerk of the Court First Judicial Circuit Court of Hawai'i Kaahumanu Hale 777 Punchbowl Street Honolulu, HI 96813-5093	Robert M. Hatch Margery S. Bronster Bronster Fujichaku Robbins 1003 Bishop Street Suite 2300 Honolulu, HI 96813 Caroline Herter Kopelowitz Ostrow, P.A. 1 W Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301
Defendant's Counsel	**Settlement Administrator**
Alfred J. Saikali Shook, Hardy & Bacon L.L.P. 201 S. Biscayne Blvd., Ste. 3200 asaikali@shb.com	*University of Hawai'i Data Incident* Settlement Administrator P.O. Box XXXX Portland, OR XXXXX-XXXX

To file an objection, you cannot exclude yourself from the Settlement Class. For an objection to be considered by the Court, your objection must be written and must include all of the following:

1) The objector's full name, mailing address, telephone number, and email address (if any);
2) The case name and number: *In re University of Hawai'i Data Breach Litigation,* Civil No. 1CCV-26-0000280 (1st. Cir. Ct. of Hawai'i.);
3) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
4) The number of times 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 objections that were issued by the trial and appellate courts in each listed case;
5) The identity of all lawyers (if any) representing you in connection with the objection, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards and whether they will appear at the Final Approval Hearing;
6) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
7) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
8) Whether you and/or your lawyer will appear and/or testify at the Final Approval Hearing and;
9) Your signature as the objector (a lawyer's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions and propounding document requests.

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Opting out is telling the Court that you do not want to receive any benefit from the Settlement. If you opt out, you have no basis to object because you are no longer part of the Settlement Class, and the case no longer affects you.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins and Caroline Herter of Kopelowitz Ostrow P.A. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file an Application for Attorneys' Fees, Costs, and Service Awards for an award of up to one-third ($1,166,666,67) of the Settlement Fund, plus reimbursement of any costs. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating

the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court to approve up to $2,000.00 Service Awards for each of the Class Representatives for their efforts.

If awarded by the Court, the attorneys' fees and costs and the Service Awards will be paid from the Settlement Fund. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month DD, 20YY**, at **x:xx a/p.m.** before the Honorable Steven Nichols at the First Judicial Circuit Court for the State of Hawai'i, Kaahumanu Hale, 777 Punchbowl Street, Honolulu, HI 96813-5093. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to finally approve the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website **www.XXXXXXXXXX.com** to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 16,** including all the information required. Your objection must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the mailing addresses listed above, **postmarked by no later than DATE**.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

GET MORE INFORMATION

25. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at **www.XXXXXXXXXX.com**. You may also receive additional information by calling toll free **1-XXX-XXX-XXXX**, or by writing to:

University of Hawai'i Data Incident
Settlement Administrator
PO Box xxxx
Portland, OR xxxxx-xxxx

PLEASE DO NOT CONTACT THE COURT, THE COURT'S CLERK OFFICE, OR DEFENDANT'S COUNSEL REGARDING THIS NOTICE.

EXHIBIT 4

Your claim must be submitted online or postmarked by: [Claims Deadline]

In re University of Hawai'i Data Breach Litigation
Civil No. 1CCV-26-0000280
First Circuit Court for the State of Hawai'i

CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Settlement Class as "All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident."

Excluded from the Settlement Class are (1) the judges presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge; (2) the Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

SETTLEMENT BENEFITS

All Settlement Class Members may claim Medical Data Monitoring and one of the Cash Payment options. The benefits are explained in more detail below.

CASH PAYMENT OPTIONS

1. **Cash Payment A – Extraordinary Documented Losses**: You may submit a Claim Form and provide reasonable documentation for up to $5,000 per Settlement Class Member. Supporting documentation is required.

   You will need to show:

   - an actual, documented, and unreimbursed monetary loss;
   - the theft or fraud was a direct result of the Data Incident;
   - you made reasonable efforts to prevent the loss or get your money back, such as by using insurance you already have.

   You need to send proof, like receipts, to show how much you spent or lost. You may also send notes or papers you prepared yourself to explain or support the other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were a direct result of the Data Incident.

   You may not claim payment for expenses that have already been reimbursed by a third party.

2. **Cash Payment B – Alternate Cash**: As an alternative to Cash Payment A, you may submit a Claim Form to receive a flat cash payment in the *estimated* amount of $50.00. Your alternate cash payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

   You do not have to provide any proof to claim this alternate cash payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement

Your claim must be submitted online or postmarked by: [Claims Deadline]

In re University of Hawai'i Data Breach Litigation
Civil No. 1CCV-26-0000280
First Circuit Court for the State of Hawai'i

CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

Administrator at:

- Email: info@[INSERT].com
- Call toll free, 24/7: (xxx) xxx-xxx
- By mail: University of Hawai'i Data Incident Settlement
  c/o Settlement Administrator
  P.O. Box xxxx
  Portland, OR xxxxx

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIM IS ONLINE AT WWW.SETTLEMENTWEBSITE.COM.

You may also print and complete this Claim Form and submit it by U.S. mail.

Your Claim Form must be submitted online or postmarked no later than [INSERT DEADLINE]

Your claim must be submitted online or postmarked by: [Claims Deadline]

In re University of Hawai'i Data Breach Litigation
Civil No. 1CCV-26-0000280
First Circuit Court for the State of Hawai'i

CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

I. Contact Information

1. NAME (REQUIRED):

First Name | MI | Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City | State | ZIP Code

3. PHONE NUMBER:

___ – ___ – ____

4. EMAIL ADDRESS:

5. UNIQUE ID (IF KNOWN):

II. Medical Data Monitoring

You may be eligible to receive free Medical Data Monitoring services.

All Settlement Class Members are eligible to claim Medical Data Monitoring services.

Please select the checkbox if you want to enroll in Medical Data Monitoring services.

☐ **Medical Data Monitoring:** I want to receive one year of Medical Data Monitoring services at the email address provided in Section I.

If you select this option, you will receive instructions and an activation code at the email address provided in Section I. An enrollment link will be provided after the Court grants final approval. Enrollment in this service will not subject you to marketing for additional services or any required payments.

If you no longer have your enrollment code, you may call (xxx) xxx-xxxx toll free or visit www.SettlementWebsite.com.

III. Compensation for Extraordinary Documented Losses

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $5,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED =	

If you have more expenses than rows available, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. Alternate Cash Payment

☐ Check this box if you want to claim a one-time estimated $50.00 alternate cash payment.

Do not check this box if you are making a claim under Section III.

V. Payment Election

Please select **one** of the following payment options:

Please fill out **ONLY ONE** of the payment options below.

Digital Payment Account

	☐ PayPal ☐ Venmo ☐ Zelle
Provide the email OR phone number, NOT both, associated with your selected digital payment account.	
Email Address:	
Phone Number:	

Digital Card by Email

	☐ Mastercard ☐ Visa ☐ Amazon ☐ Other
Email Address for Delivery:	

Questions? Go to **www.xxxxxxxxx.com** or call **1-XXX-XXX-XXXX**.

☐ **PayPal**

Email address, if different than what you provided in Section I:_____

☐ **Venmo**

Mobile number, if different than what you provided in Section I:_____

☐ **Zelle**

Email address or mobile number, if different than what you provided in Section I:_____

☐ **Virtual Prepaid Card**

Email address, if different than what you provided in Section I:_____

☐ **Physical Check**

Payment will be mailed to the address provided in Section I.

VI. Signature

By signing my name, I swear and affirm the information I provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim is considered complete and valid.

_____	_____	_____
Signature	Printed Name	Date

EXHIBIT 5

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAIʻI

IN RE UNIVERSITY OF HAWAIʻI DATA BREACH LITIGATION	CIVIL NO.: 1CCV-26-0000280 (SRN)

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

THIS MATTER comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law, (Doc. No. __) (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant, University of Hawaiʻi System ("Defendant"), attached as Exhibit A to the Motion.[1] Plaintiffs' Unopposed Motion for Preliminary Approval requests entry of an order (a) granting Preliminary Approval of the Settlement; (b) provisionally certifying the Settlement Class for settlement purposes only; (c) appointing Plaintiffs as Class Representatives; (d) appointing Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins as Class Counsel for the Settlement Class; (e) approving the Notice forms and the Notice Program; (f) approving the Claim Form and the Claim Process; (g) appointing Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (h) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (i) scheduling a Final Approval Hearing on whether to grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

[1] All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim Process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED** as follows:

Provisional Certification of the Settlement Class

1. The Court provisionally and preliminarily certifies the following Settlement Class for settlement purposes only, finding it is likely to finally certify it at Final Approval:

> All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are (a) the judge(s) presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge(s); (b) Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (c) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

2. The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Hawai‘i Rule of Civil Procedure 23(a) and (b)(3), as follows:

   a. There are approximately 1,200,000 Settlement Class Members, which is sufficiently numerous for purposes of Rule 23(a), and joining all of these parties into a single action would be impractical;

b. Plaintiffs' claims challenging Defendant's acts and omissions concerning the Data Incident raise questions of law and fact that are common to the Settlement Class as a whole, and which predominate over individual issues;

c. Plaintiffs' and Settlement Class Members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs; and

d. The proposed Class Representatives and their counsel have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including, but not limited to, by hiring competent counsel who have no conflicts of interest with the Settlement Class and by vigorously litigating this Action to its proposed conclusion.

3. Malia Morath, Rick Robinson, Jocelyn Lima, Evelyn Gonzalez, and Dana Rosemarie Johnson are designated and appointed as the Class Representatives.

4. The Court finds that Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins are experienced attorneys and will adequately protect the interests of the Settlement Class, and designates them as Class Counsel pursuant to Hawai‘i Rule of Civil Procedure 16(d).

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review, pursuant to Hawai‘i Rule of Civil Procedure 23(e) and applying the factors of *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004),[2]

[2] "Rule 23(e) of Hawai‘i Rules of Civil Procedure mirrors Rule 23(e) of the Federal Rules of Civil Procedure." *Sapp v. Wong*, 3 Haw. App. 509, 514, 654 P.2d 883, 886 (1982). Accordingly, the Court "consider[s] federal law when interpreting . . . our Rule 23." *Pub. Access Trails Hawai'i v. Haleakala Ranch Co.*, 153 Haw. 1, 29 n.5, 526 P.3d 526, 554 (2023) (McKenna, J. concurring); *See also Rivera v. Cataldo*, 153 Haw. 320, 323, 537 P.3d 1167, 1170 (2023) (recognizing "fair, reasonable, and adequate" standard from Federal Rule of Civil Procedure 23(e) for approval of Hawai'i class actions settlements).

the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for Preliminary Approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on _____, **2026**, at _____ to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Hawai'i Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Action against Defendant should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the Final Approval Hearing.

7. Class Counsel intends to seek up to up to one-third of the Settlement Fund ($1,166,666.67), plus reimbursement of reasonable litigation costs, to be paid from the Settlement Fund. Service Awards of up to $2,000.00 will also be sought for each of the Class Representatives. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering the Application for Attorneys' Fees, Costs, and Service Awards.

8. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 14 days before the Opt-Out Deadline and Objection Deadline.

9. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement and the Application for Attorneys' Fees, Costs, and Service Awards; provided, however, no member of the Settlement Class that has elected to opt-out of the Settlement shall be entitled to object or otherwise appear, and no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administration

10. Epiq is appointed as the Settlement Administrator, with responsibility for implementing and completing the Notice Program, overseeing the Claim Process, and performing all other acts necessary for Settlement Administration. All Settlement Administration Costs will be paid out of the Settlement Fund, as provided in the Settlement.

Notice to the Settlement Class

11. The Notice Program and Notices, including the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number, along with the Claim Form, attached as exhibits to the Agreement, are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks the Settlement requires.

12. The Court finds that the form, content, and method of the Notices (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the

proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Hawai‘i Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Opting-Out of the Settlement Class

13. Any Settlement Class Member that wishes to opt out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than 75 days after the Notice Date. The optout request must be personally signed by the requestor and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases, even if that Settlement Class Member does not submit a Valid Claim.

14. Any members of the Settlement Class who submit timely and valid requests to opt-out of the Settlement Class shall (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.

Objecting to the Settlement

15. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

16. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be no later than 75 days after the Notice Date. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. For the objection to be considered by the Court, the written objection must include the following:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any

orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

18. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

19. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be

precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

Claim Process and Distribution Plan

20. The Settlement establishes a Claim Process for assessing and determining the validity of Claims and a methodology for paying Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process.

21. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, as set forth in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

Termination of the Settlement Agreement and Use of this Order

22. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

24. Except as necessary to effectuate this Preliminary Approval Order, this Action and any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

25. Upon the entry of this Order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

Jurisdiction Pending Settlement Approval

26. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation

thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

27. The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

Event	Date
Notice Date (Notice Program Begins)	No later than 45 days after Preliminary Approval Order
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards	14 days before the Opt-Out Deadline and Objection Deadline
Opt-Out Deadline	75 days after the Notice Date
Objection Deadline	75 days after the Notice Date
Deadline to Submit Claim Forms	90 days after the Notice Date
Final Approval Hearing	**_____, 2026, at ___:___am/pm**

SO ORDERED this _____ day of _____, 2026.

_____

Circuit Court Judge

EXHIBIT 6

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI‘I

IN RE UNIVERSITY OF HAWAI‘I DATA BREACH LITIGATION	CIVIL NO.: 1CCV-26-0000280 (SRN)

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARDING ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS

Before the Court is Plaintiffs’ unopposed Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Awards (“Motion”). The Court has considered the Motion and supporting declarations and the Settlement Agreement, along with the exhibits attached thereto. In addition, the Court has considered the arguments of counsel, the pleadings, and record in this case. The Court determines good cause exists to grant the Motion, and accordingly, it is hereby granted as set forth herein.

The Court entered its Preliminary Approval Order on _____, 2026, granting Preliminary Approval of the Settlement and preliminarily certifying the Action as a class action for Settlement purposes pursuant to Hawai‘i Rule of Civil Procedure 23(a) & (b)(3). The Court did so after considering Rule 23(a), (b)(3), & (e)(2) and applying the factors of *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)[1] to find the Settlement likely to be approved

[1] Hawai‘i Rule of Civil Procedure 23 “is virtually identical to FRCP 23.” *Akau v. Olohana Corp.*, 65 Haw. 383, 391, 652 P.2d 1130, 1136 (1982). Accordingly, as noted in the Preliminary Approval Order, the Court “consider[s] federal law when interpreting . . . our Rule 23.” *Pub. Access Trails Hawai'i v. Haleakala Ranch Co.*, 153 Haw. 1, 29 n.5, 526 P.3d 526, 554 (2023) (McKenna, J.

as fair, reasonable, and adequate. The Court further appointed Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins as Class Counsel for the Settlement Class, and Plaintiffs as Class Representatives. The Court also appointed Epiq as the Settlement Administrator. The Court approved the form and manner of Notice and the Notice Program and the Claim Process and Claim Form. The Court set the Final Approval Hearing for _____, 2026.

Thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Email Notice and/or Postcard Notice, and the Long Form Notice was available to Settlement Class Members on the Settlement Website or upon request to the Settlement Administrator.

On _____, 2026, the Court held a Final Approval Hearing to determine (a) whether to finally certify the Settlement Class; (b) whether the terms of the Settlement Agreement are fair, reasonable, adequate and should be finally approved; (c) whether the Application for Attorneys' Fees, Costs, and Service Awards should be granted; and (d) whether judgment should be entered dismissing this Action with prejudice.

Based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

Class Certification and Final Approval of the Settlement

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including all Settlement Class Members.

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concurring); *See also Rivera v. Cataldo*, 153 Haw. 320, 323, 537 P.3d 1167, 1170 (2023) (recognizing "fair, reasonable, and adequate" standard from Federal Rule of Civil Procedure 23(e) for approval of Hawai'i class actions settlements).

2. The Final Approval Order incorporates herein the definitions from Section II of the Settlement Agreement.

3. The Settlement is in all respects fair, adequate, and reasonable, after considering all of the factors in *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004), keeping in mind Hawai‘i’s “well-settled rule that the law favors the resolution of controversies through compromise or settlement rather than by litigation.” *Sylvester v. Animal Emergency Clinic*, 72 Haw. 560, 566, 825 P.2d 1053, 1056 (1992).

4. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The Notice and Notice Program fully satisfied the requirements of Hawai‘i Rule of Civil Procedure 23 and all other applicable law and rules. The Claim Process is also fair, and the Claim Form is easily understandable.

5. Based on the information presented to the Court, the Claim Process has proceeded as ordered and consistent with the Agreement and the Preliminary Approval Order. All Settlement Class Members who submit Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement’s terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

6. The allocation and distribution plan for Settlement Class Member Benefits is fair, reasonable, and adequate.

7. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

8. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

9. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

10. A list of the individuals who have opted-out of the Settlement is attached hereto as ***Exhibit A***. Those individuals will not be bound by the Agreement or the Releases contained therein.

11. The appointment of Plaintiffs as Class Representatives is affirmed.

12. The appointment of Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins as Class Counsel is affirmed.

13. The appointment of Epiq as the Settlement Administrator is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of Hawai‘i Rule of Civil Procedure 23(a) and (b)(3) for only the purposes of the Settlement, namely that the Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives 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 Class Counsel to prosecute the Action; common issues predominate over any individual

issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate.

15. Therefore, the Court finally certifies the following Settlement Class:

> All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident..

Excluded from the Settlement Class are (a) the judge(s) presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge(s); (b) Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (c) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline..

16. Judgment shall be entered dismissing the Action with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall automatically be deemed to have and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

18. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for

economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. 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) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to the provisions of this Final Approval Order.

21. This Final Approval Order, 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 Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

22. The Court hereby retains and reserves jurisdiction over (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

23. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*.

Application for Attorneys' Fees, Costs, and Service Awards

24. Class Counsel is awarded $_____ for attorneys' fees, which is equal to ___% of the Settlement Fund. Additionally, Class Counsel is awarded $_____ for reimbursement of litigation costs. These payments shall be paid from the Settlement Fund in accordance with the Agreement. The Court concludes Class Counsel's requested fee award is within the range of reason, evaluating

Class Counsel's attorneys' fees request using the percentage-of-fund method. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009); *Martin v. Marriott Int'l, Inc.*, 2021 WL 4888973, at *6 (D. Haw. Oct. 19, 2021). On the whole, the Court finds the amount of attorneys' fees and costs requested is fair and reasonable.

25. The Class Representatives are awarded Service Awards in the amount of $_____ each. The Service Awards shall be paid by Defendant in accordance with the Agreement.

Conclusion

26. For the reasons stated herein, Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards is granted.

27. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED on _____, 2026.

_____
Hon.
Circuit Court Judge

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

1.

2.

3.

EXHIBIT “B”

MARGERY S. BRONSTER, ESQ.
FOUNDING PARTNER
BRONSTER FUJICHAKU ROBBINS

Ms. Bronster is the former attorney General for the State of Hawai'i and is the founding partner of Bronster Fujichaku Robbins, a litigation boutique located in Honolulu, Hawai'i. Over the course of her legal career, Ms. Bronster has acted as lead counsel in dozens of trials in a variety of complex litigation matters. Ms. Bronster's experience also includes representing plaintiffs in federal multi-district litigation and numerous class actions in both Hawai'i and elsewhere. Ms. Bronster's accomplishments have been recognized by both international and domestic organizations, and she recently served as an expert witness on Hawai'i and United States law before the Supreme Court of Singapore.

Ms. Bronster was the Attorney General for the State of Hawai'i from 1995-1999. During her term, she won widespread acclaim for successfully leading a years-long investigation into abuses by the trustees of the Kamehameha Schools/Bishop Estate charitable trust, one of the largest private trusts in the country. Her efforts led to the forced resignation of four of the five trustees and a complete overhaul of the Trust's administration, ushering in a new era of accountability for the trustees. As Attorney General, Ms. Bronster also represented Hawai'i in the nationwide litigation against the tobacco companies in the late 1990s. She played a key role in the global settlement negotiations that resulted in the multi-billion-dollar Master Settlement Agreement, garnering $1.3 billion for the State of Hawai'i. Ms. Bronster's hourly rate is $800.

PROFESSIONAL EXPERIENCE

Bronster Fujichaku Robbins, a Law Corporation
Partner: December 1999 to Present

Attorney General – State of Hawaii
Attorney General: January 1995 – May 1999

Carlsmith Ball Wichman Murray Case & Ichiki
Partner: October 1988 – December 1994

Shearman & Sterling, New York, New York
Associate: October 1982 – October 1987

EDUCATION

Columbia University, J.D.
1982, Harlan Fisk Stone Scholar
Brown University; BA
1979, Chinese Language and History Major

ADMISSIONS

New York State Bar (1983)
Hawaii State Bar (1988)
United States Tax Court (1994)
United States District Court for the District of Hawaii (1988)
Southern and Eastern Districts of New York (1986)
Eleventh Circuit Court of Appeals (1986)
Ninth Circuit Court of Appeals (1989)
United States Court of Federal Claims (2023)

AWARDS & RECOGNITIONS

Recognized by the Litigation Counsel of America as a Senior Fellow (2015)

Profile And Courage Award from Conference of Western Attorneys General (2000)

Fellow of the Pacific Award from Hawaii Pacific University for Outstanding Service to the Community (2000)

Advocate of the Year - Hawaii Cancer Society (1999)

Kelley - Wyman Award for Outstanding Attorney General of the Year from the National Association of Attorneys General (1999)

Top Cop - State of Hawaii Law Enforcement Coalition of Police Officers and Security Personnel (1999)

Hawaii's Woman Lawyer of the Year (1998)

Tommy Holmes Award for work combating sexual assault from Sex Abuse Treatment Center (1999)

AV Designation by Martindale-Hubbell
Best Lawyer in America, "Hawaii Lawyer of the Year "in Honolulu, in the area of insurance litigation

PUBLICATIONS

14th Annual Advanced ALI-ABA Section of Taxation Course of Study Tax Exempt Charitable Organizations (Nov. 1999)

"Disqualification of Attorneys and Judges", "Class Actions: Defendant's Perspectives, Tactics and Problems" Co-Arthur, Civil Practice and Litigation in Federal and State Courts, ALI-ABA, 1987.

"The Foreign Sovereign Immunities Act of 1976 – An Overview" Co-Arthur. Presented to the Legal Committee of the US-USSR Trade and Economic Council, December 1986.

"Litigating The Class Action Lawsuit in Hawaii", National Business Institute, May 22, 2001.

REPRESENTATIVE CASES

In re Gardasil Prods. Liab. Litig., MDL No. 3036 (W.D.N.C.) (member of plaintiffs' executive committee)

In re Facebook Internet Tracking Litig., MDL No. 2314 (N.D. Cal.) (chair of the former attorneys general advisory committee to lead counsel in nationwide invasion of privacy class action)

In re Blue Cross Blue Shield Antitrust Litig., MDL No. 2406 (N.D. Ala.)

Caven v. Certified Mgt., Inc., No. 16-1-17787 JHA (Cir. Ct. 1st Cir. Haw.)

Bird v. State of Hawai'i, 935 F.3d 738 (9th Cir. 2019) (per curiam)

Gregg v. Hawai'i Dep't of Pub. Safety, 870 F.3d 883 (9th Cir. 2017)

Johnson v. Inos, 619 F. App'x 651 (9th Cir. 2015) (as class counsel for a class of public employee pensioners negotiated a class settlement secured by a $750 million default judgment to ensure long-term payment of pension benefits)

Arciero v. City & Cty. of Honolulu, 126 Hawai'i 122, 267 P.3d 706 (App. Ct. 2011) (table)

Fratinardo v. Employees' Retirement Sys. of the State of Hawai'i, 121 Hawai'i 462. 220 P.3d 1-43 (App. Ct. 2009)

Flores v. Rawlings Co., LLC, 117 Hawai'i 153, 177 P.3d 341, opinion amended on reconsideration, 119 Hawai'i 287, 196 P.2d 289 (2008)

ROBERT M. HATCH

PROFESSIONAL EMPLOYMENT

Bronster Fujichaku Robbins, a Law Corporation
Of counsel: February 2003
Partner 2025 to Present
Bock, Hatch, & Oppenheim LLC
Attorney: 2005 to 2025
Diab & Bock (f/k/a Macey Chern & Diab)
Of Counsel: 2001 to 2005
Lovells
Partner: 1998 to 2001
Associate: 1995 to 1998
Sidley & Austin
Associate: 1990 to 1995

EDUCATION

Wayne State University
Degree: J.D., 1990
Honors: Cum Laude, Order of the Coif
University of Michigan
Degree: B.A., 1986

ADMISSIONS

Illinois, 1990
Hawaii, 2002
Michigan, 1992
United States Court of Appeals for the Seventh Circuit, 1996
United States Court of Appeals for the Ninth Circuit, 2013
United States Court of Appeals for the Eleventh Circuit, 2019
United States District Court for the Northern District of Illinois, 1990
United States District Court for the District of Hawai‘i, 2002
United States District Court for the Eastern District of Michigan, 2016
United States Court of Federal Claims, 2023

PROFESSIONAL ORGANIZATIONS

Chicago Bar Association
Member: 1991 to 2001

Chair: Consumer Credit Committee 1999

Asian American Bar Association for the Greater Chicago Area
Member: 1991 to 2001
Chair: Legislative and Judicial Developments Committee 1992-94
Awards: Member of the Year Award 1993

PUBLICATIONS

Hawai'i Chapter, in THE LAW OF CLASS ACTION (ABA 2025)

"RICO Theories, Cases and Strategies in Consumer Litigation: Strategies for Defending Section 1962 Claims," 53 Consumer Finance Law Quarterly Report 140 (1999)

"*Taylor v. Quality Hyundai, Inc.:* Assignee Liability Under Section 1641(a) of the Truth in Lending Act," 52 Consumer Finance Law Quarterly Report 354 (1998)

EXPERIENCE AS CLASS COUNSEL

Mr. Hatch more than thirty years of experience in both prosecuting and defending complex class actions. He has been one of the lawyers appointed as class counsel for the plaintiff class in the following cases:

A & L Industries, Inc. v. P. Cippollini, Inc., Civ. Action No. 12-07598, 2013 WL 5503303 (D.N.J. Oct. 2, 2013), *reconsideration denied*, 2013 WL 6145766 (D.N.J. Nov. 21, 2013), *pet. for leave to appeal denied*, 13-8094 (3rd Cir. Mar. 20, 2014).

A Aventura Chiropractic v. McCullem-Tankless, No. 2009 CA 023494 (15th Cir., Palm Beach Cnty. Fla. 2015).

All American Painting, LLC v. Chiropractic & Sports Injury Ctr. of Creve Coeur, P.C., No. 08SL-CC02116 (St. Louis Cnty., Mo. Aug. 15, 2011).

Am. Copper & Brass, Inc. v. Lake City Indus. Prods., Inc., Case No. 09-CV-1162, 2012 WL 3027953 (W.D. Mich., Jul. 24, 2012).

Amato v. Attorney's Nat'l Title Network, Inc., No. 01 CH 12616 (Cir. Ct. of Cook Cnty., Ill. Aug. 29, 2003).

Anderson Office Supply, Inc. v. Advanced Medical Assocs., P.A., et al., 09 CV 178 (Kan. Dist. Ct. Nov. 17, 2010), affirmed, *Anderson Office Supply, Inc. v. Advanced Medical Assocs., P.A.,* 273 P.3d 786, 800 (Kan. App. Ct. 2012).

Austria v. Option One Mortgage Corp., 01 CH 12615 (Cir. Ct. of Cook Cnty., Ill. Mar. 1, 2006).

Babb Real Estate LLC, v. Bennett & Olstad, 10-cv-119-wmc, (W.D. Wisc. Jul. 29, 2011).

BNS, Limited v. Redondo Family Chiropractic, Inc., P.S. No. 09-2-19352-5 SEA, (Super. Ct. of Wash., King Cnty. Jun. 9, 2010).

Bouschard v. Cingular Wireless, Inc., No. 01 MR 718 (Cir. Ct. of Lake Cnty., Ill. Apr. 26, 2002).

Bridgeview Health Care Ctr. Ltd. v. Clark, 09 C 5601, Memo. Op. and Order (N.D. Ill. Sept. 30, 2011).

Bridgeview Health Care Ctr. Ltd. v. Dr. Nathan Long, DDS, No. 09 CH 15983 (Cir. Ct. of Cook Cnty., Ill. Nov. 1, 2012).

CE Design v. Beaty Constr., Inc., Case No. 07-cv-3340, 2009 WL 192481 (N.D. Ill. Jan. 26, 2009).

CE Design Ltd. v. C&T Pizza, Inc. et al, No. 06 CH 27638 (Cir. Ct. of Cook Cnty. Cir. Apr. 4, 2013) (Novak, J.), *aff'd CE Design Ltd. v. C&T Pizza, Inc. et al*, 32 N.E.3d 150, 2015 IL App (1st) 131465 (Ill. Ct. App. May 8, 2015).

CE Design v. Cy's Crab House North, Inc., et al., 259 F.R.D. 135 (N.D. Ill., Kennelly, J.) *app. denied* (Sept. 9, 2009).

CE Design v. King Architectural Metals, Inc., No. 09 C 2057, 2010 WL 5146641, * 6 (N.D. Ill. Dec. 13, 2010), *reversed on other grounds*, *CE Design Limited v. King Architectural Metals, Inc.*, 637 F.3d 721, 723-24 (7th Cir. 2011).

CE Design v. Matrix LS, Inc., No. 05 L 269 (Cir. Ct. of Lake Cnty., Ill. Apr. 16, 2010).

CE Design v. The Tradeshow Network Mktg. Grp., 03 CH K 964 (Cir. Ct. of Kane Cnty., Ill. Dec. 2, 2004).

City Select Auto Sales, Inc. v. David Randall Assocs., Inc., et al, 296 F.R.D. 299 (D.N.J. 2013), *pet. for leave to appeal denied*, 14-8001 (3rd Cir. Mar. 20, 2014).

Collins v. Locks & Keys of Woburn, Inc., No. 07-4207-BLS (Mass. Sup. Ct. Jul. 3. 2009).

Compressor Engineering Corp. v. Charles J. Thomas-Chicken Shack, No. 10-cv-10059 (E.D. Mich. 2015).

Coyne Appraisal Group, LLC v. Associated Physical Medicine, P.C., No. 1011-CV-11102 (Cir. Ct. of St. Charles Cnty., Mo. Aug 5, 2013).

Creative Montessori Learning Ctrs. v. Ashford Gear, LLC, No. 09 CV 3963, 2011 WL 3273078 (N.D. Ill. July 27, 2011) (Gettleman, J.) (certifying class), 662 F.3d 913 (7th Cir. 2011) (vacated and remanded), 2012 WL 3961307 (N.D. Ill. Sept. 10, 2012) (certifying class) (Gettleman, J.), *app. denied*, 12-8036, Order (October 11, 2012).

Critchfield Physical Therapy v. The Taranto Group, Inc., 263 P.3d 767, 2011 WL 4505794, **10-11 (Kan. Sup. Ct., Sept. 30, 2011).

Defrates v. Hollywood Video Entm't Corp., No. 02 L 707 (Cir. Ct. of St. Clair Cnty., Ill.).

Dewar v. Kolesov & Assocs., P.A., No. 09-CA-2724 (Cir. Ct. of Lee Cnty., Fla. Dec. 14, 2011).

Duenas v. Trend Techs., et al., 03 C 801 & 04 C 212 (N.D. Ill., Nov. 3, 2004((Kennelly, J.).

Exclusively Cats Veterinary Hosp. v. Anesthetic Vaporizer Servs., Inc., No. 10-10620, 2010 WL 5439737 (E.D. Mich. Dec. 27, 2010).

Flashtric Sign, Inc. v. Georgia Printco, LLC, No. 08 CH 38639 (Cir. Ct. of Cook Cnty., Ill. Mar. 10, 2014).

Florida First Fin. Grp., Inc., v. Magnum Painting, Inc., No. 10-481 (Cir. Ct. of Hillsborough Cnty., Fla. Oct. 14, 2010).

G.M. Sign, Inc. v. 400 Freight Servs., Inc., No. 07 CH 2772 (Cir. Ct. of Lake Cnty., Ill. Jan. 7, 2010).

G.M. Sign, Inc. v. Finish Thompson, Inc., No. 07 CV 5953, 2009 WL 2581324 (N.D. Ill. Aug. 20, 2009).

G.M. Sign, Inc. v. Franklin Bank, S.S.B., 06 C 949 (N.D. Ill. Aug. 20, 2008).

Green v. Dahn Yoga & Health Ctrs., Inc., 07 CH 29482 (Cir. Ct. of Cook Cnty., Ill. Nov. 14, 2011).

Green v. Service Master on Location Servs. Corp., No. 07 C 4705, 2009 WL 1810769 (N.D. Ill. June 22, 2009).

Hall v. Sprint Spectrum L.P., 04 L 113 (Cir. Ct. of Madison Cnty, Ill.), affirmed, 376 Ill. App. 3d 822, 876 N.E.2d 1036 (5th Dist. 2007), petition for leave to appeal denied, 226 Ill. 2d 614 (Ill. 2008).

Hawk Valley, Inc. v. Taylor, 301 F.R.D. 169 (E.D. Pa. 2014), *pet. for leave to appeal denied*, 14-8039 (3rd Cir. May 8, 2014).

Hazel's Cup & Saucer, LLC v. Around the Globe Travel, Inc., 15 N.E.3d 220 (Mass. App. Ct. 2014).

Heger v. Attorneys Title Guar. Fund, Inc, No. 03 L 398 (Cir. Ct. of Lake Cnty., Ill.).

Hinman v. M&M Rentals, 545 F. Supp. 2d 802 (N.D. Ill.), petition for leave to appeal denied, June 17, 2008).

Holtzman v. Turza, No. 08 C 2014, 2009 WL 3334909 (N.D. Ill. Oct. 14, 2009) (Gettleman, J.) (certifying class); *Holtzman*, 2010 WL 3076258 (Aug. 3, 2010) (granting partial summary judgment on behalf of class); *Holtzman*, 2011 WL 3876943, *4 (Aug. 29, 2011).

Hunter v. Ramada Franchise Sys., Inc., No. 01 CH 5751 (Cir. Ct. of Cook Cnty., Ill. Aug. 31, 2001).

Imhoff Inv., L.L.C. v. Sammichaels, Inc., Case No. 10-10996, 2012 WL 4815090 (E.D. Mich. Oct. 1, 2012), *appeal denied*, 2013 WL 1760353 (6th Cir. Apr. 25, 2013).

In re Toys 'R' Us—Delaware, Inc.—Fair and Accurate Credit Transactions Act (FACTA) Litig., MDL No. CV 08-01980 MMM (FMOx) (C.D. Cal. Jan. 11, 2013).

Jackson's Five Star Catering, Inc. v. Beason, Case No. 10-10010 (E.D. Mich. Apr. 20, 2011).

JT's Frames v. The Sunhill NIC Co., 07 CH 436, Order (Cir. Ct. of McHenry Cnty., Ill. Cir. Ct., Jun. 15, 2011).

Loncarevic and Assocs. Inc. v. Stanley Foam Corp., No. 09 CH 15403 (Cir. Ct. of Cook Cnty, Ill. Apr. 4, 2013).

Lyngaas v. Curaden AG, Case No. 17-cv-10910, 2019 U.S. Dist. LEXIS 86880 (E.D. Mich. May 23, 2019)

Maulding v. Hilton Hotels Corp., No. 02-L-0645 (Cir. Ct. of St. Clair Cnty., Ill., Jun.23, 2003).

Mixon Ins. Agency, Inc. v. Taylorville Chiropractic, et al, No 09 L 0509, Class Certification Order (Cir. Ct. of St. Clair Cnty, Ill. Aug. 8, 2011).

Paldo Sign & Display Co. v. Topsail, No. 08 C 5959, 2010 WL 4931001 (N.D. Ill. Nov. 29, 2010).

Paldo Sign & Display Co. v. Wagener Equities, Inc. No. 09 C 7299 (N.D. Ill. Feb. 11, 2014).

Pardridge Motors, Inc. v. Tackitt, No. 09 CH 33820 (Cir. Ct. of Cook Cnty., Ill. Sept. 19, 2011).

P.J.'s Concrete Pumping Serv. v. Nextel Wireless, No. 01 MR 860 (Cir. Ct. of Lake Cnty., Ill., May 15, 2002), *aff'd*, 345 Ill. App. 3d 992, 803 N.E.2d 102 (2d Dist. 2004), petition for leave to appeal denied, 209 Ill. 2d 584, certiorari denied.

Reliable Money Order, Inc. v. McKnight Sales Co., 281 F.R.D. 327 (E.D. Wisc.2012).

Robert A. Dalzell, Inc. v. European Tile & Floors, Inc., No. 09-c15183-CI-11 (Cir. Ct. of Pinellas Cnty., Fla. Nov. 4, 2011).

Sabon v. Aqualogic, No. 09 037436 07 (Cir. Broward County, FL Nov. 30, 2012).

Savanna Group, Inc. v. Trynex, Inc., No. 10-cv-7995, 2013 WL 66181, *5-*8 (N.D. Ill. Jan. 4, 2013) and Doc. 176 (N.D. Ill. Feb. 20, 2013).

Shurland v. Bacci Café & Pizzeria on Ogden, Inc., No. 08 C 2259 (N.D. Ill. Aug. 19, 2009).

Siding & Insulation Co. v. Combined Ins. Grp., Ltd., Inc., Case No. 11 CV 1062, 2012 WL 1425093 (N.D. Ohio Apr. 24, 2012).

Sparkle Hill, Inc. v. Interstate Mat Corp., No. 11-10271-RWZ, 2012 WL 6589258 (D. Mass. Dec. 18, 2012).

Targin Sign Sys., Inc. v. CYC Golden Palace Corp., No. 08 Ch 155516 (Cir. Ct. of Cook Cnty., Ill. Sept. 27, 2011).

Targin Sign Sys., Inc. v. Preferred Chiropractic Center, Ltd., 679 F.Supp.2d 894 (N.D. Ill. Jan. 21, 2010).

Telecommunications Network Design, Inc. v. McLeod USA, Inc., 03 CH 8477 (Cir. Ct. of Cook County, Ill. Nov. 1, 2005).

Uesco Indus., Inc. v. Poolman of Wis., Inc., 09 CH 16028, Mem. and Order (Cir. Ct. of Cook Cnty, Ill. Aug. 10, 2011).

Van Sweden Jewelers, Inc. v. 101 VT, Inc., Case No. 1:10-cv-253, 2012 WL 4127824 (W.D. Mich. Sept. 19, 2012).

Welles v. Sprint Corp., No. 01 CH 1387 (Cir. Ct. of Cook Cnty., Ill.).

Wilder Chiropractic, Inc. v. Microwize Technology, Inc., No. 11 CV 4357 (Cir. Ct. of Dane Cnty., Wis. Nov. 24, 2014).

Windmill v. Gornick's Auto Rebuilders, Inc. & James A. Gornick, No. 09 CH 15975 (Cir. Ct. of Cook Cnty., Ill. Apr. 17, 2013).

Windmill Nursing Pavillion, LTD. v. Res-Care Illinois, Inc., 09 CH 16377 (Cir. Ct. of Cook Cnty, Ill. Mar. 18, 2011).
Wratchford v. Accredited Home Lenders, 02 L 1556 (Cir. Ct. of Madison Cnty., Ill., Jan. 28, 2005).

Wratchford v. CBSK Fin., 02 L 1555 (Cir. Ct. of Madison Cnty., Ill. Jan. 28, 2005).

MULTI-DISTRICT LITIGTATION EXPERIENCE

Mr. Hatch has also represented plaintiffs in the following multi-district litigation matters:

In re Facebook Internet Tracking Litig., No. 5:12-MD-2314-EJD (N.D. Cal.)

In re Blue Cross Blue Shield Antitrust Litig., No. 2:13-CV-2000-RDP (N.D. Ala.)

In re Vioxx Prods. Liab. Litig., MDL No. 1657 (E.D. La.)

In re Gardasil Pros. Liab. Litig., No. 3:22-MD-03036 KDB (W.D.N.C.) (member of the Steering Committee)

APPELLATE EXPERIENCE

Mr. Hatch has more than thirty years of experience handling appeals in both federal and state appellate courts, including the following appeals:

Federal Appellate Court Decisions

First Circuit

Sparkle Hill, Inc. v. Interstate Mat Corp., 788 F.3d 25 (1st Cir. 2015)

Third Circuit

Robert W. Mauthe MD PC v. Millennium Health LLC, 58 F.4th 93, 94 (3d Cir. 2023)

Fischbein v. Olson Research Grp., Inc., 959 F.3d 559 (3d Cir. 2020)

Robert W. Mauthe M.D., P.C. v. Spreemo, Inc., 806 F. App'x 151 (3d Cir. 2020)

Robert W. Mauthe, M.D., P.C. v. Optum Inc., 925 F.3d 129 (3d Cir. 2019)

Mauthe v. Nat'l Imaging Assocs., Inc., 767 F. App'x 246 (3d Cir. 2019)

City Select Auto Sales, Inc. v. David Randall Assocs., Inc., 885 F.3d 154 (3d Cir. 2018)

City Select Auto Sales, Inc. v. BMW Bank of N.A., Inc., 867 F.3d 434 (3d Cir. 2017)

Larson v. AT & T Mobility LLC, 687 F.3d 109 (3d Cir. 2012)

Sixth Circuit

Lyngaas v. Curaden AG, 992 F.3d 412 (6th Cir. Mar. 24, 2021)

Matthew N. Fulton, D.D.S., P.C. v. Enclarity, Inc., 962 F.3d 882 (6th Cir. 2020)

Compressor Eng'g Corp. v. Manufacturers Fin. Corp., 746 F. App'x 460 (6th Cir. 2018)

Bridging Communities Inc. v. Top Flite Fin. Inc., 843 F.3d 1119 (6th Cir. 2016)

Siding & Insulation Co. v. Alco Vending, Inc., 822 F.3d 886 (6th Cir. 2016)

Imhoff Investment, L.L.C. v. Alfoccino, Inc., 792 F.3d 627 (6th Cir. 2015)

Am. Copper & Brass, Inc. v. Lake City Indus. Products, Inc., 757 F.3d 540 (6th Cir. 2014)

Seventh Circuit

Ambassador Animal Hosp., Ltd. v. Elanco Animal Health Inc., 74 F.4th 829, 830 (7th Cir. 2023)

Robert L. Meinders, D.C. Ltd. v. United Healthcare Servs., Inc., 7 F.4th 555 (7th Cir. 2021)

Kaufman v. Am. Express Travel Related Servs. Co., Inc., 877 F.3d 276 (7th Cir. 2017)

Holtzman v. Turza, 701 F. App'x 506 (7th Cir. 2017)

Holtzman v. Turza, 828 F.3d 606 (7th Cir. 2016)

Paldo Sign & Display Co. v. Wagener Equities, Inc., 825 F.3d 793 (7th Cir. 2016)

Dr. Robert L. Meinders, D.C., Ltd. v. UnitedHealthCare, Inc., 800 F.3d 853 (7th Cir. 2015)

Chapman v. First Index, Inc., 796 F.3d 783 (7th Cir. 2015)

Americana Art China Co. v. Foxfire Printing & Packaging, Inc., 743 F.3d 243 (7th Cir. 2014)

Ira Holtzman, C.P.A. v. Turza, 728 F.3d 622 (7th Cir. 2013)

CE Design, Ltd. v. Cy's Crab House N., Inc., 731 F.3d 725 (7th Cir. 2013)

Sawyer v. Atlas Heating & Sheet Metal Works, Inc., 642 F.3d 560 (7th Cir. 2011)

Shlahtichman v. 1-800 Contacts, Inc., 615 F.3d 794 (7th Cir. 2010)

Bethea v. Robert J. Adams & Assocs., 352 F.3d 1125 (7th Cir. 2003)

Taylor v. Quality Hyundai, Inc., 150 F.3d 689 (7th Cir. 1998) (amicus)

Eighth Circuit

Nack v. Walburg, 715 F.3d 680 (8th Cir. 2013)

Ninth Circuit

Bird v. State of Hawai'i, 935 F.3d 738 (9th Cir. 2019)
(per curiam)

Supply Pro Sorbents, LLC v. RingCentral, Inc., 743 F. App'x 124 (9th Cir. 2018)

Gregg v. Hawaii, Dep't of Pub. Safety, 870 F.3d 883 (9th Cir. 2017)

Roberts v. Paypal, Inc., 621 F. App'x 478 (9th Cir. 2015)

Johnson v. Inos, 619 F. App'x 651 (9th Cir. 2015)

Eleventh Circuit

Drazen v. Pinto, 106 F.4th 1302, 1304 (11th Cir. 2024)
Drazen v. Pinto, 74 F.4th 1336, 1339 (11th Cir. 2023) (en banc)

Arkin v. Pressman, Inc., 38 F.4th 1001, 1004 (11th Cir. 2022)

Med. & Chiropractic Clinic, Inc. v. Oppenheim, 981 F.3d 983, 985 (11th Cir. 2020)

Technology Training Assocs. Inc. v. Buccaneers Ltd., P'ship, 874 F.3d 692 (11th Cir. 2017)

Palm Beach Golf Ctr.-Boca, Inc. v. John G. Sarris, D.D.S., P.A., 781 F.3d 1245 (11th Cir. 2015)

Ewing Indus. Corp. v. Bob Wines Nursery, Inc., 795 F.3d 1324 (11th Cir. 2015)

State Appellate Court Decisions

Hawai'i

Caven v. Certified Mgmt., Inc., 154 Haw. 86, 545 P.3d 575 (App. 2024), *cert. granted,* No. SCWC-19-0000047, 2024 WL 4118980 (Haw. Sept. 6, 2024)

Arbles v. Merit Appeals Bd., 151 Hawai'i 400, 515 P.3d 217 (App. 2022)

Flores v. Rawlings Co., LLC, 117 Hawai'i 153, 177 P.3d 341, *opinion amended on reconsideration,* 119 Hawai'i 287, 196 P.3d 289 (2008)

Fratinardo v. Employees' Ret. Sys. of State of Hawaii, 129 Hawai'i 107, 295 P.3d 977 (App. 2013)

Arciero v. City & Cty. of Honolulu, 126 Hawai'i 122, 267 P.3d 706 (App. 2011) (table)

Fratinardo v. Employees' Retirement Sys. of the State of Haw., 121 Hawai'i 462, 220 P.3d 1043 (App. 2009)

Illinois

Rosenbach v. Six Flags Entm't Corp., 2019 IL 123186, 129 N.E.3d 1197

Ballard RN Ctr., Inc. v. Kohll's Pharmacy & Homecare, Inc., 48 N.E.3d 1060 (Ill. 2015) (amicus)

Bridgeview Health Care Ctr., Ltd. v. State Farm Fire & Cas. Co., 10 N.E.3d 902 (Ill. 2014)

Standard Mut. Ins. Co. v. Lay, 989 N.E.2d 591 (Ill. 2013)

Italia Foods v. Sun Tours, Inc., 986 N.E.2d 551 (Ill. 2011)

Valley Forge Ins. Co. v. Swiderski Electronics, Inc., 860 N.E.2d 307 (Ill. 2006)

Martin v. Heinold Commodities, Inc., 643 N.E.2d 734 (Ill. 1994)

CE Design Ltd. v. C & T Pizza, Inc., 32 N.E.3d 150 (Ill. App. 2015)

G.M. Sign, Inc. v. Pennswood Partners, Inc., 40 N.E.3d 169 (Ill. App. 2015)

Cent. Mut. Ins. Co. v. Tracy's Treasures, Inc., 19 N.E.3d 1100 (Ill. App. 2014)

G.M. Sign, Inc. v. Swiderski Elecs., Inc., 16 N.E.3d 357 (Ill. App. 2014)

O'Leary v. Am. Online, Inc., 6 N.E.3d 872 (Ill. App. 2014)

Uesco Indus., Inc. v. Poolman of Wisconsin, Inc., 993 N.E.2d 97 (Ill. App. 2013)

Wellington Homes, Inc. v. West Dundee China Palace Restaurant, 984 N.E.2d 554 (Ill. App. 2013)

Pekin Ins. v. XData Solutions, Inc., 958 N.E.2d 397 (Ill. App. 2011)

Ins. Corp. of Hanover v. Shelborne Assocs., 905 N.E.2d 976 (Ill. App. 2009)

Treadway v. Nations Credit Fin. Servs. Corp., 892 N.E.2d 534 (Ill. App. 2008)

Chochorowski v. Home Depot U.S.A., Inc., 875 N.E.2d 682 (Ill. App. 2007)

Hall v. Sprint Spectrum L.P., 876 N.E.2d 1036 (Ill. App. 2007)

CE Design, Ltd. v. Mortg. Exch., Inc., 872 N.E.2d 1056 (Ill. App. 2007)

Eclipse Mfg. Co. v. U.S. Compliance Co., 886 N.E.2d 349 (Ill. App. 2007)

Valley Forge Ins. Co. v. Swiderski Elecs., Inc., 834 N.E.2d 562 (Ill. App. 2005), *aff'd,* 860 N.E.2d 307 (Ill. 2006)

P.J.'s Concrete Pumping Service v. Nextel Wireless, 803 N.E.2d 102 (Ill. App. 2004)

Sander v. Dow Chem. Co., 624 N.E.2d 1255 (Ill. App. 1993), *rev'd,* 166 Ill. 2d 48, 651 N.E.2d 1071 (Ill. 1995)

In re Marriage of Campbell, 624 N.E.2d 1230 (Ill. App. 1993)

Florida

Dewar v. Dough Boy Pizza, Inc., 184 So. 3d 1169 (Fla. Dist. Ct. App. 2015)

Kaner v. Robert R. Schiffman, D.C., P.C., 126 So. 3d 1134 (Fla. Dist. Ct. App. 2012)

Kolesov & Assocs., P.A. v. Dewar, 97 So. 3d 835 (Fla. Dist. Ct. App. 2012) (Table)

California

State Farm Gen. Ins. Co. v. JT's Frames, Inc., 181 Cal. App. 4th 429, 104 Cal. Rptr. 3d 573 (2010)

Missouri

Columbia Cas. Co. v. HIAR Holdings, LLC, 411 S.W.3d 258 (Mo. 2013)

New Jersey

Local Baking Prod., Inc. v. Kosher Bagel Munch, Inc., 421 N.J. Super. 268, 23 A.3d 469 (App. Div. 2011)

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI‘I

IN RE UNIVERSITY OF HAWAI‘I DATA BREACH LITIGATION	Civil No.: 1CCV-26-0000280 (SRN) (Other Civil Action) NOTICE OF HEARING AND CERTIFICATE OF SERVICE

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the above-identified motion shall come on for hearing before the Honorable Steven R. Nichols, Judge of the above-entitled Court, in Courtroom 5B, Kauikeaouli Hale, 1111 Alakea Street, Honolulu, Hawai‘i 96813, on Wednesday, June 10, 2026 at 9:30 a.m. (HST), or as soon thereafter as this matter may be heard.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct file marked copy of the foregoing document was served on all parties through the Hawai‘i Judiciary Electronic Filing System (“JEFS”) or via Email as indicated below:

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DATED: Honolulu, Hawai‘i, May 11, 2026.

BRONSTER FUJICHAKU ROBBINS

/s/ Robert M. Hatch

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