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Attorneys for Plaintiffs and the Proposed Class

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ROSE SPENCER and LEWELYN TRENHAILIE,)
Individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

ALOHA NURSING REHAB CENTRE,)
Defendant.)

CIVIL NO. 1CCV-23-0000486

**ORDER GRANTING UNOPPOSED
MOTION FOR FINAL APPROVAL OF
SETTLEMENT, AWARD OF
ATTORNEY FEES, REIMBURSEMENT
OF EXPENSES, AND SERVICE
AWARDS FOR CLASS
REPRESENTATIVES**

HEARING:

Date: August 7, 2024

Time: 10:30 a.m.

Judge: Hon. Dean E. Ochiai

**ORDER GRANTING FINAL APPROVAL OF CLASS
SETTLEMENT AWARD OF ATTORNEY FEES, REIMBURSEMENT OF
EXPENSES, AND SERVICE AWARDS FOR CLASS REPRESENTATIVES**

Before the Court is Plaintiffs' Motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs Rose Spencer and Lewelyn Trenhailie, individually and on behalf of all others similarly situated ("Plaintiffs" or "Settlement Class Representatives"), and Defendant Aloha Nursing Rehab Centre ("Defendant") as fair,

reasonable and adequate, awarding attorneys' fees and costs to Class Counsel as outlined herein, and awarding service awards to Plaintiffs as detailed below.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, an award of attorneys' fees and costs, and service awards to the Plaintiffs and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or to determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT makes the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate under Hawai'i Rule of Civil Procedure 23, and in the best interests of the Settlement Class;

IT IS ORDERED that:

1. The Settlement involves allegations set forth in Plaintiffs' Class Action Complaint that Defendant failed to adequately safeguard the private information of individuals saved in its systems from a Cyberattack that may have resulted in the compromise of certain of their personal information.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On April 16, 2024, this Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointed Plaintiff as the Settlement Class Representative, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator and (f) set the date for the Final Approval Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

All persons whose private information was maintained on Defendant's computer systems that were compromised in the Cyberattack.

Excluded from the Settlement Class are (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and finds that the settlement is fair, reasonable and adequate and meets the requirements of Hawai'i Rule of Civil Procedure 23.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

A. Defendant to provide Settlement Class Members 30 months of the single-bureau identity protection and credit monitoring service, including \$1 million in fraud protection insurance.

- B. A process for Settlement Class Members to submit claims for Compensation for Out-of-Pocket Losses and Lost Time and Compensation for Extraordinary Losses.
- C. Defendant to implement, if it has not already, certain reasonable steps to adequately secure its systems.
- D. Defendant to pay all Notice and Claims Administrator costs.
- E. Defendant to pay a Court-approved amount for attorneys' fees, costs, and expenses of Settlement Class Counsel not to exceed \$225,000.
- F. Defendant to pay a Service Award not to exceed \$2,500 to each Plaintiff.

8. The terms of the Settlement Agreement are fair, reasonable and adequate and are hereby approved, adopted and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Claims Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due and sufficient notice to all Settlement Class Members in compliance with the requirements of Hawai'i Rule of Civil Procedure 23(e).

11. As of the final date for Settlement Class Members to submit a request for exclusion, no potential Settlement Class Members have submitted a valid request to be excluded from the Settlement.

12. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the

Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

13. Further to the Settlement Agreement, on the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Parties. The releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that, upon the Effective Date, and in consideration of the Settlement benefits described in the Settlement Agreement, each Settlement Class Member shall be deemed to have released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims.

14. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves payments to Plaintiffs in the total amount of \$2,500 each as a service award for their efforts on behalf of the Settlement Class. Class Counsel shall make such payment in accordance with the terms of the Settlement Agreement.

15. The Court has appointed Cafferty Clobes Meriwether & Sprengel LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Bronster Fujichaku Robbins as Class Counsel.

16. The Court, after careful review of the time entries and rates requested by Class Counsel and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for attorneys' fees and costs in the amount of \$225,000, and grants the request for service awards to each of the Representative Plaintiffs in the amount of \$2,500. Payment shall be made pursuant to the terms of the Settlement Agreement.

17. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

18. In accordance with Hawai'i Rule of Civil Procedure 23, this Final Order and Judgment resolves all claims against all parties in this Action and is a final order.

19. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

DATED: Honolulu, Hawai'i, 8/19/24.

/s/ Dean E. Ochiai
HONORABLE DEAN E. OCHIAI



APPROVED AS TO FORM:

/s/ J. George Hetherington, Esq.
J. GEORGE HETHERINGTON, ESQ.
Attorney for Defendant
ALOHA NURSING REHAB CENTRE

ROSE SPENCER AND LEWELYN TRENHAILIE, individually, and on behalf of all others similarly situated, v. *ALOHA NURSING REHAB CENTRE*; CIVIL NO. 1CCV-23-0000486
ORDER GRANTING UNOPPOSED MOTION FOR FINAL APPROVAL OF SETTLEMENT, AWARD OF ATTORNEY FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS FOR CLASS REPRESENTATIVES