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**Electronically Filed**
**THIRD CIRCUIT**
**3CCV-24-0000422**
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**IN THE CIRCUIT COURT OF THE THIRD CIRCUIT**

**STATE OF HAWAI‘I**

JERALD SATAKE, MICHAEL LUTH, RANDEE ARKIN, DOMMINIC RAMISCAL, CRYSTAL HAMMOND, JIM OKADA and TRAVIS ROGERS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

HAWAI‘I RADIOLOGIC ASSOCIATES, LTD.,

Defendant.

CIVIL NO.: 3CCV-24-0000422

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**HEARING:**
Date: September 2, 2026
Time: 1:00 p.m.
Judge: Honorable Stephanie R.S. Char

No trial date set.

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**THIS CAUSE** comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law, filed July 31, 2026.[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; (c) appointing Plaintiffs as Class Representatives; (d) appointing Robert M. Hatch of Bronster Fujichaku Robbins, Amber L. Schubert of Schubert Jonckheer & Kolbe, and Steven Sukert of Kopelowitz Ostrow P.A., as Class Counsel for the Settlement Class; (e) approving the forms of Notice and the Notice Program; (f) approving the Claim Form and the Claim Process; (g) appointing Analytics, LLC 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.

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, it is hereby

**ORDERED AND ADJUDGED** that the Motion is **GRANTED** as set forth herein.

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

## Background

This Action arises from a Data Incident in which a criminal third party gained unauthorized access to Defendant's networks and potentially accessed Private Information pertaining to Defendant's patients, Plaintiffs and the proposed Settlement Class. Defendant is a healthcare provider furnishing medical imaging, laboratory, and diagnostic services to patients in east and west Hawaii. In the course of its business, Defendant collects, maintains, and stores Private Information pertaining to its current and former patients, including names, dates of birth, health insurance subscriber IDs, indications for medical examinations received, and types of medical examinations. Defendant discovered the Data Incident in August 2024, and subsequently determined the Private Information of approximately 43,000 current and former patients of Defendant may have been impacted.

Defendant began mailing notification letters to the individuals whose information may have been impacted in the Data Incident in November 2024. Thereafter, two putative class action lawsuits arising from the Data Incident were filed in this Court, asserting similar claims on behalf of overlapping putative classes. Additionally, two similar putative class actions arising from the Data Incident were filed in the United States District Court for the District of Hawaii. Following the related actions being filed, Plaintiffs' counsel coordinated to amend the complaint in this first-filed Action to include all Plaintiffs, and the other related actions in federal and state court were voluntarily dismissed. On April 2, 2025, Plaintiffs filed the operative First Amended Class Action Complaint in this Action, asserting claims against Defendant for negligence, negligence *per se*, breach of implied contract, and unjust enrichment.

Considering the risk, expense, and delay of continued litigation, the Parties also began discussing early resolution of the Action. To aid in these discussions, Plaintiffs requested and

Defendant produced informal discovery regarding the nature and cause of the Data Incident, the impacted individuals, damage-related issues, and Defendant's financial condition. Following months of arm's-length, negotiation, the Parties were able to reach agreement as to all material terms of this Settlement. 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 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.

The Settlement Agreement provides Settlement Class Member Benefits of (a) Cash Payments to Settlement Class Members who submit Valid Claims for reimbursement of extraordinary or ordinary losses or an alternate flat-cash payment; and (b) two years of free Medical Data Monitoring for all Settlement Class Members. SA ¶ 61. Additionally, Defendant shall be solely responsible for the payment of all reasonable Settlement Administration Costs. *Id.* Defendant also agrees to pay the Court-awarded attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives (not to exceed $290,000 for attorneys' fees and costs, or exceed $2,000 for each Service Award). *Id.* ¶ 57.

Plaintiffs now seek Preliminary Approval of the Settlement Agreement on behalf of the proposed Settlement Class. Defendant does not oppose Plaintiffs' request and agrees the Court should grant Preliminary Approval and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes a comprehensive Notice Program and Claim Process. As such, the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily

certified, and the proposed Notice Program, Notices, Claim Process, and Claim Form are approved.

**Preliminary Certification of the Settlement Class**

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

> All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident by Defendant.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

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

   a. There are approximately 43,000 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. Jerald Satake, Michael Luth, Randee Arkin, Dominic Ramiscal, Crystal Hammond, Jim Okada and Travis Rogers are designated and appointed as the Class Representatives.

4. The Court finds that Robert M. Hatch of Bronster Fujichaku Robbins, Amber L. Schubert of Schubert Jonckheer & Kolbe, and Steven Sukert of Kopelowitz Ostrow P.A. are experienced attorneys and will adequately protect the interests of the Settlement Class, and designates them as Class Counsel pursuant to Hawaii Rule of Civil Procedure 16(d).

**Preliminary Approval of the Proposed Settlement**

5. Upon preliminary review, pursuant to Hawaii 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] 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.

[2] "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 (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). *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 23(e) for approval of Hawai'i class actions settlements)

## Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on **January 20, 2027 at 1:00 p.m.** to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Hawaii 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 Class Action Complaint 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 $290,000 for attorneys' fees and reasonable litigation costs, to be paid by Defendant. Service Awards of up to $2,000.00 each will also be sought for 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 45 days before the initially set Final Approval Hearing date.

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. Analytics, LLC 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 reasonable Settlement Administration Costs will be by Defendant separately and in addition to all other Settlement Class Member Benefits, as provided in the Settlement.

**Notice to the Settlement Class**

11. The Notice Program and forms of Notice, including the 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 Hawaii 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 members of the Settlement Class.

**Opting-Out of the Settlement Class**

13. Members of the Settlement Class may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline (30 days before the initially scheduled Final Approval Hearing) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member 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 member of the Settlement Class who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval, (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. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline (30 days before the initially scheduled Final Approval Hearing), as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself or herself 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.

17. For an objection to be considered by the Court, it must also set forth 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**

21. 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.

22. 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 Preliminary Approval Order**

23. 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.

24. 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**

25. 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.

**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 30 days after Preliminary Approval |
| **Notice Program Complete** | 90 days after Notice Date |
| **Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards** | 45 days after Notice Date |
| **Opt-Out Deadline** | 60 days after Notice Date |
| **Objection Deadline** | 60 days after Notice Date |
| **Deadline to Submit Claim Forms** | 90 days after Notice Date |
| **Final Approval Hearing** | **January 20, 2027 at 1:00 p.m.** |

SO ORDERED this 17th day of September, 2026.

Honorable Stephanie R.S. Char
Circuit Court Judge