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FIRST CIRCUIT

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Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

IRENE O. BRITTON, Individually and in Her
Representative Capacity, on Behalf of Herself
and all Others Similarly Situated,

Plaintiffs,

vs.

CASTLE & COOKE WAIKOLOA, LLC. a
Domestic Limited Liability Company;
CASTLE & COOKE HOMES HAWAII INC.,
a Domestic Corporation; and DOES 1-10,

Defendants.

CASTLE & COOKE WAIKOLOA, LLC, a
Domestic Limited Liability Company;
CASTLE & COOKE HOMES HAWAII INC.,
a Domestic Corporation,

Third-Party Plaintiffs,

CIVIL NO. 13-1-2276-08
(Construction Defects)

**ORDER GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT, CLASS
CERTIFICATION, AND APPROVAL OF
NOTICE PLAN**

Hearing: June 3, 2021

Time: 9:00 a.m.

Judge: John M. Tonaki

Trial: None set

vs.

UPONOR, INC. aka UPONOR NORTH AMERICA fka WIRSBO, an Illinois corporation, JOHN DOES 1-10, JANE DOES 1-10, DOE PARTNERSHIPS 1-10, DOE CORPORATIONS 1-10 and DOE GOVERNMENTAL ENTITIES 1-10,

Third-Party Defendants.

**ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT,
CLASS CERTIFICATION, AND APPROVAL OF NOTICE PLAN**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

WHEREAS Plaintiff and the Class Representative Irene O. Britton, on behalf of herself and all other Class Members (“*Waikoloa-PEX Brass Fittings Class*”¹), and Defendant Castle & Cooke Homes Hawaii, Inc. (“Castle & Cooke”) (jointly, “Settling Parties”) have applied to the Court pursuant to Hawai‘i Rule of Civil Procedure 23 for an Order granting preliminary approval of the proposed settlement of this class action (“Lawsuit”) in accordance with the *Waikoloa-PEX Brass Fittings Settlement* (including its exhibits) on file with the Court, which sets forth the terms and conditions for a proposed settlement of this case and for entry of an order granting final approval of the *Waikoloa-PEX Brass Fittings Settlement*, and a Final Judgment implementing the terms of the *Waikoloa-PEX Brass Fittings Settlement Agreement*; and

WHEREAS the Court has read and considered the *Waikoloa-PEX Brass Fittings Settlement*;

WHEREAS the Court has read and considered the Settling Parties’ Motion for Preliminary Approval of Settlement, Class Certification, and Approval of Notice Plan, all memoranda and declarations in support thereof, and has heard argument of counsel thereon;

WHEREAS, based on the above submissions and presentations, the Court finds that the proposed *Waikoloa-PEX Brass Fittings Settlement* is within the range of possible approval and

¹ Terms not defined in this Order shall have the definitions ascribed to them in the April 29, 2021 *Waikoloa-PEX Brass Fittings Settlement Agreement* attached as Exhibit 1 to the April 30, 2021 Declaration of Melvin Y. Agena in Support of Plaintiff’s Motion for Preliminary Approval of Settlement, Class Certification, and Approval of Notice Plan.

that notifying the Class about the terms and conditions of the proposed Settlement and scheduling a formal final approval is worthwhile; and

WHEREAS *Waikoloa-PEX Brass Fittings* Class Counsel intends to file a Motion for Final Approval of Settlement along with a Motion for Attorney Fees, Costs, and All Other Expenses to be heard after the Notice Plan has been accomplished; and

WHEREAS all terms of the proposed *Waikoloa-PEX Brass Fittings* Settlement are subject to this Court's decisions on *Waikoloa-PEX Brass Fittings* Class Counsel's Motion for Final Approval of Settlement and Motion for Attorney Fees, Costs, and All Other Expenses.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

Waikoloa-PEX Brass Fittings Class Definition, Class Representatives, and Class Counsel

1. The Court finds that proposed *Waikoloa-PEX Brass Fittings* Class meets all of the criteria required by Hawai'i Rule of Civil Procedure 23 and authorities interpreting it. Pursuant to Hawai'i Rule of Civil Procedure 23, the Court certifies the *Waikoloa-PEX Brass Fittings* Class, applying the following Class Definition:

All individual and entity homeowners who on the date of Final Judgment own homes constructed with brass fittings made from UNS C36000 or UNS C37700 brasses in the Castle & Cooke housing developments known as Kikaha at Wehilani and Makana Kai at Wehilani, located in the City of Waikoloa and County of Hawai'i, Island of Hawai'i, and all homeowners' associations whose members consist of such individual and entity homeowners. A fitting is defined as a piping component used to join or terminate sections of pipe or to provide changes of direction or branching in a pipe system.

The class definition specifically excludes (1) all individuals, entities and associations of homeowners whose homes have only fittings that are compliant with ASTM F877-89 or ASTM F877-93, which standards are included in the 1994 (ASTM F877-89) and 1997 (ASTM F877-93) Uniform Plumbing Codes; (2) all individuals, entities, and associations of homeowners who have only homes completed prior to August 20, 2003; (3) persons who validly and timely exclude themselves from the *Waikoloa-PEX Brass Fittings* Class; and (4) any judicial officer who has presided or will preside over this case.

2. The Court finds that proposed Class Representative and the proposed Class Counsel meet the criteria required by Hawai'i Rule of Civil Procedure 23 and authorities interpreting it. Therefore, the Court appoints Plaintiffs Irene O. Britton to serve as the Class

Representative and appoints Melvin Y. Agena of the Law Offices of Melvin Y. Agena, Glenn K. Sato of the Law Office of Glenn K. Sato, and Graham B. LippSmith, and Celene Chan Andrews of LippSmith LLP to serve as Class Counsel.

3. The Settling Parties have identified the *Waikoloa-PEX Brass Fittings* Class Member Structures whose owners at the time of Final Judgment are to be enrolled in and qualify for the benefits provided in the *Waikoloa-PEX Brass Fittings* Settlement. The list of *Waikoloa-PEX Brass Fittings* Class Member Structures is attached as Exhibit 6 to the *Waikoloa-PEX Brass Fittings* Settlement.

Preliminary Findings on the Proposed *Waikoloa-PEX Brass Fittings* Settlement

4. Pursuant to Hawai‘i Rule of Civil Procedure 23, the Court preliminarily finds that the proposed *Waikoloa-PEX Brass Fittings* Settlement, including its proposed allocations of and methodology for distributing the *Waikoloa-PEX Brass Fittings* Settlement Fund for Class Member payments, to pay the Administrator’s costs, and to pay Attorney Fees, Costs, and Other Expenses, is within the range of possible approval and appears to have resulted from serious, informed, non-collusive negotiations conducted at arm’s length by the Settling Parties and their counsel.

5. In making these preliminary findings, the Court considered the nature of the claims, the amounts and kinds of benefits to be paid in settlement, the information available to the Settling Parties, and the allocation of the *Waikoloa-PEX Brass Fittings* Settlement among *Waikoloa-PEX Brass Fittings* Class Members. The terms of the *Waikoloa-PEX Brass Fittings* Settlement Agreement do not have any obvious deficiencies and do not improperly grant preferential treatment to any individual *Waikoloa-PEX Brass Fittings* Class Member. In addition, the Court notes that the Settling Parties reached the proposed *Waikoloa-PEX Brass Fittings* Settlement after substantial discovery, motion practice, arbitration proceedings, and multiple formal and informal settlement discussions before the respected third-party mediator Keith Hunter of Dispute Prevention & Resolution, Inc. Accordingly, the Court preliminarily finds that the Settling Parties entered into the proposed *Waikoloa-PEX Brass Fittings* Settlement in good faith, that the proposed *Waikoloa-PEX Brass Fittings* Settlement meets the standards for preliminary review and approval, and the *Waikoloa-PEX Brass Fittings* Settlement appears to be sufficiently fair, reasonable, and adequate to warrant the Administrator’s execution of the Notice

Plan that will provide notice to the *Waikoloa-PEX Brass Fittings* Class and scheduling a hearing for final approval of the proposed *Waikoloa-PEX Brass Fittings* Settlement.

Final Approval Hearing on *Waikoloa-PEX Brass Fittings* Settlement

6. Pursuant to the Hawai‘i Rule of Civil Procedure 23, the Court will hold a Final Approval Hearing.

7. The Court hereby sets the Final Approval Hearing for August 13, 2021 at 9:00 a.m. The Court may approve the proposed *Waikoloa-PEX Brass Fittings* Settlement at or after the Final Approval Hearing with such modifications to which the Settling Parties may consent and without further notice to the *Waikoloa-PEX Brass Fittings* Class. At the Final Approval Hearing, the Court will consider, among other things:

- a. Whether the proposed *Waikoloa-PEX Brass Fittings* Settlement is fair, reasonable, and adequate;
- b. Whether the Court should enter its Final Order granting final approval the *Waikoloa-PEX Brass Fittings* Settlement and Final Judgment implementing its terms;
- c. Whether the Notices and the Notice Plan implemented pursuant to the *Waikoloa-PEX Brass Fittings* Settlement and this Preliminary Approval Order (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise potential *Waikoloa-PEX Brass Fittings* Class Members of the pendency of the Lawsuit, the nature of the proposed *Waikoloa-PEX Brass Fittings* Settlement (including Class Counsels’ request for awards of attorney fees and reimbursement of costs), their right to object to the proposed *Waikoloa-PEX Brass Fittings* Settlement, their right to exclude themselves from the *Waikoloa-PEX Brass Fittings* Class, and their right to appear at the Final Approval Hearing, (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice, and (iv) met all applicable requirements of Hawai‘i Rule of Civil Procedure 23, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law;

- d. Whether the Court should approve the releases in the *Waikoloa-PEX Brass Fittings* Settlement Agreement;
- e. Whether the *Waikoloa-PEX Brass Fittings* Class Representative and Class Counsel adequately represented the *Waikoloa-PEX Brass Fittings* Class for the purposes of entering into and implementing the proposed Settlement and will continue to adequately represent the *Waikoloa-PEX Brass Fittings* Class for carrying out the *Waikoloa-PEX Brass Fittings* Settlement;
- f. Whether the Court should grant Class Counsel's request for an award of Attorney Fees, Costs, and All Other Expenses;
- g. Whether the Court should grant the request for Class Representative incentive awards; and
- h. Any other matters that the Court may deem appropriate to consider.

Approval, Appointment, and Retention of the Administrator, the Notice Plan, and the Administration of the Settlement

8. The Court approves the retention of CPT Group, Inc. ("Administrator") to serve as the Administrator for the Settlement, including but not limited to implementation and management of the Notice Plan, *Waikoloa-PEX Brass Fittings* Class Member verification process, and Settlement Escrow.

9. The Court also approves the proposed Notice Plan and settlement administration to be completed by the Administrator, including among other tasks: (i) distributing the *Waikoloa-PEX Brass Fittings* Class Notice; (ii) arranging for publication of the *Waikoloa-PEX Brass Fittings* Class Notice; (iii) posting the Notice on the Administrator's website; (iv) facilitating *Waikoloa-PEX Brass Fittings* Class Member inquiries; (v) answering written inquiries from potential *Waikoloa-PEX Brass Fittings* Class Members and/or forwarding such inquiries to Class Counsel; (vi) providing additional copies of the Notice(s) upon request; (vii) receiving and maintaining on behalf of the Court any objections to the *Waikoloa-PEX Brass Fittings* Settlement received from potential *Waikoloa-PEX Brass Fittings* Class Members; (viii) receiving and maintaining on behalf of the Court any exclusions from the *Waikoloa-PEX Brass Fittings* Settlement received from potential Class Members; (ix) assisting in the coordination and

inclusion of authorized *Waikoloa-PEX Brass Fittings* Class Members for participation in the *Waikoloa-PEX Brass Fittings* Settlement; and (x) otherwise administering and implementing the *Waikoloa-PEX Brass Fittings* Settlement.

10. The Administrator estimates its costs for the Notice Plan and administration of all documents for and payments from the *Waikoloa-PEX Brass Fittings* Settlement will not exceed \$4,000.00. The *Waikoloa-PEX Brass Fittings* Settlement further provides that the Administrator's costs shall be paid from the *Waikoloa-PEX Brass Fittings* Settlement Fund. The estimated amount for the Administrator's costs and payment therefor from the *Waikoloa-PEX Brass Fittings* Settlement Fund appear to be fair, reasonable, and adequate.

Notices to the Class

11. The Court approves, as to form and content, the Notice Plan and Class Notices attached as Exhibits 1-4 to the *Waikoloa-PEX Brass Fittings* Settlement Agreement. The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential *Waikoloa-PEX Brass Fittings* Class Members of all material elements of the proposed *Waikoloa-PEX Brass Fittings* Settlement and of each *Waikoloa-PEX Brass Fittings* Class Member's right and opportunity to object to the proposed *Waikoloa-PEX Brass Fittings* Settlement. The Court further finds that the mailing and distribution of the *Waikoloa-PEX Brass Fittings* Class Notice and the publication of the *Waikoloa-PEX Brass Fittings* Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of Hawai'i Rule of Civil Procedure 23, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

12. The Settling Parties and their counsel may by agreement effectuate any amendments or modifications of the proposed *Waikoloa-PEX Brass Fittings* Notice Plan and/or Class Notice, and any verification documents without notice to or approval by the Court if such changes are not materially inconsistent with this Order and do not materially limit the rights of *Waikoloa-PEX Brass Fittings* Class Members.

Communications with Class Members

13. Because *Waikoloa-PEX Brass Fittings* Class Members might contact Castle & Cooke about this *Waikoloa-PEX Brass Fittings* Settlement, if contacted, Castle & Cooke shall respond, if at all, to *Waikoloa-PEX Brass Fittings* Class Members in a manner materially consistent with the following:

“The terms of the settlement were negotiated at arm’s-length and in good faith by the parties and reflects a good faith resolution of disputed claims. The settlement is not an admission of any negligence, fault or wrongdoing on the part of Castle & Cooke. If you have any question regarding the details of the Settlement, please log onto the settlement website at www.waikoloapex.com, contact CPT Group, Inc., the Claims Administrator, at [Claims Administrator’s Telephone Number to be provided], or contact Class Counsel through the Law Offices of Melvin Y. Agena, (808) 536-6647.”

14. The Settling Parties will not solicit, facilitate, or assist in any way, Objections by potential or actual *Waikoloa-PEX Brass Fittings* Class Members.

Objections

15. All *Waikoloa-PEX Brass Fittings* Class Members who intend to object to the fairness, reasonableness and adequacy of the Settlement (“Objections”) must mail a timely written Objection to the Administrator by first-class mail with postage paid. The Administrator will then serve any Objections received on Class Counsel, Defense Counsel, and all other parties due notice in this case by U.S. Mail. The Administrator will then also file any such Objections with the Court by filing such documents directly or arranging for such documents to be filed by Class Counsel or Defense Counsel.

16. Objections must be postmarked no later than thirty (30) days after the date of the mailing of the *Waikoloa-PEX Brass Fittings* Settlement Notice. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an Objection has been timely submitted. In his/her/its Objections, an objecting *Waikoloa-PEX Brass Fittings* Class Member must:

- a. Set forth his/her/its full name, current address, and telephone number;

- b. Identify the address of the Structure giving rise to standing to make an Objection and establish the sender's status as a *Waikoloa-PEX Brass Fittings* Class Member, if the sender's current address is different;
- c. Identify the owner of the *Waikoloa-PEX Brass Fittings* Class Member Structure;
- d. State that the objector has reviewed the definitions of the *Waikoloa-PEX Brass Fittings* Class and understands that he/she/it is a member of the *Waikoloa-PEX Brass Fittings* Class, and has not opted out of the *Waikoloa-PEX Brass Fittings* Class;
- e. Set forth a complete statement of all legal and factual bases for any Objection that the objector wishes to assert; and
- f. Provide copies of any documents that the objector wishes to submit relating to his/her/its position.

17. In addition to the requirements set forth in above paragraph, objecting *Waikoloa-PEX Brass Fittings* Class Members must state in writing whether he/she/it intends to appear at the Final Approval Hearing(s) either with or without separate counsel. No *Waikoloa-PEX Brass Fittings* Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the *Waikoloa-PEX Brass Fittings* Settlement, and no written Objections or briefs submitted by any *Waikoloa-PEX Brass Fittings* Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written Notice of the *Waikoloa-PEX Brass Fittings* Class Member's intention to appear at the Final Approval Hearing and copies of any written Objections or briefs were postmarked or served on the Administrator on or before thirty (30) days after the date of the mailing of the *Waikoloa-PEX Brass Fittings* Settlement Notice.

18. In addition to its obligations to serve and file timely Objections received, the Administrator will also serve any Notices of a *Waikoloa-PEX Brass Fittings* Class Member's intention to appear at the Final Approval Hearing and associated briefing received on Class Counsel, Defense Counsel, and all other parties due notice in this case by U.S. Mail. The Administrator will also file any such Notices of a *Waikoloa-PEX Brass Fittings* Class Member's intention to appear at the Final Approval Hearing and associated briefing with the Court by filing such documents directly or arranging for such documents to be filed by Class Counsel or

Defense Counsel.

19. All *Waikoloa-PEX Brass Fittings* Class Members who fail to serve timely written objections in the manner specified in the Court's Order Granting Motion for Preliminary Approval of Settlement, Approval of Notice Plan, and Appointment of Additional Class Counsel and the *Waikoloa-PEX Brass Fittings* Settlement will be deemed to have waived any objections, will be foreclosed from making any objection, whether by appeal or otherwise, to the *Waikoloa-PEX Brass Fittings* Settlement and Motion for Attorney Fees, Costs, and All Other Expenses, will be bound by the terms of the *Waikoloa-PEX Brass Fittings* Settlement Agreement and the Final Judgment, and will be foreclosed forever from making any objection to the fairness or adequacy or any other aspect of the proposed *Waikoloa-PEX Brass Fittings* Settlement and Motion for Attorney Fees, Costs, and All Other Expenses unless otherwise allowed by the Court.

Exclusions/Opt Outs

20. Any member of the *Waikoloa-PEX Brass Fittings* Settlement Class shall have the right to exclude him/her/itself (or opt out) of the *Waikoloa-PEX Brass Fittings* Settlement Class by timely submitting a written request for exclusion to the Administrator's address listed in the Notice. The request for exclusion must provide the following information:

- a. Set forth his/her/its full name, current address, and telephone number;
- b. Identify the address of the *Waikoloa-PEX Brass Fittings* Class Structure to establish the sender's status as a *Waikoloa-PEX Brass Fittings* Class Member, if the sender's current address is different;
- c. Identify the owner of the *Waikoloa-PEX Brass Fittings* Class Structure;
and
- d. Indicate a request to be excluded from of the *Waikoloa-PEX Brass Fittings* Settlement.

21. *Waikoloa-PEX Brass Fittings* Class Members' written requests for exclusion must be postmarked no later than thirty (30) days after the date of the mailing of the Notice, which deadline shall be set forth in the FAQ, Publication Notice, Settlement Notice, and Summary Notice.

22. Within ten (10) days after the Court-ordered deadline for timely and properly opting out from the *Waikoloa-PEX Brass Fittings* Settlement, the Administrator shall provide to

Class Counsel and Defense Counsel a list of the names and addresses of the members of the *Waikoloa-PEX Brass Fittings* Class who timely excluded themselves from the *Waikoloa-PEX Brass Fittings* Settlement.

23. All *Waikoloa-PEX Brass Fittings* Class Members who fail to serve timely written exclusions in the manner specified in the Court's Order Granting Motion for Preliminary Approval of Settlement, Approval of Notice Plan, and Appointment of Additional Class Counsel and the *Waikoloa-PEX Brass Fittings* Settlement will be deemed to have waived any exclusion, are foreclosed from making any exclusion, will be bound by the terms of the *Waikoloa-PEX Brass Fittings* Settlement Agreement and the Final Judgment, and will be foreclosed forever from making any exclusion unless otherwise allowed by the Court.

Filing Papers Concerning *Waikoloa-PEX Brass Fittings* Settlement

24. All papers in support of or in opposition to the proposed *Waikoloa-PEX Brass Fittings* Settlement shall be filed as follows, with courtesy copies sent to the Court's Chambers:

- a. Motion for Final Approval of Settlement—No later than 14 days prior to the date initially set for the Final Approval Hearing; and
- b. Motion for Attorney Fees, Costs, and All Other Expenses—No later than 14 days prior to the date initially set for the Final Approval Hearing.

Termination of Settlement

25. This Order shall become null and void, and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (i) the Court declines to grant final approval of the proposed *Waikoloa-PEX Brass Fittings* Settlement (or Settling Parties' later written modification thereof) pursuant to the terms of the *Waikoloa-PEX Brass Fittings* Settlement Agreement; or (ii) the Settling Parties terminate the proposed *Waikoloa-PEX Brass Fittings* Settlement in accordance with its terms or the *Waikoloa-PEX Brass Fittings* Settlement does not become effective as required by its terms for any other reason. In such event, the *Waikoloa-PEX Brass Fittings* Settlement Agreement shall become null and void and of no further force and effect, and shall not be used or referred to for any purpose whatsoever.

Use of Order

26. This Order shall be of no force or effect if the Court does not grant Final Approval to the *Waikoloa-PEX Brass Fittings* Settlement. The *Waikoloa-PEX Brass Fittings* Settlement shall not be construed or used as an admission, concession, or declaration by or against Castle & Cooke of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiffs or other *Waikoloa-PEX Brass Fittings* Class Members that their claims lack merit or that the relief requested in the Lawsuit is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she, or it might have.

Service of Papers

27. Settling Parties' Counsel shall promptly furnish each other with copies of any and all objections or written requests for exclusion that come into their possession.

Continuance of Final Approval Hearing

28. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to *Waikoloa-PEX Brass Fittings* Class Members.

Retention of Jurisdiction

29. The Court retains the exclusive jurisdiction to consider all further applications arising out of or connected with the *Waikoloa-PEX Brass Fittings* Settlement. This Court, and only this Court, shall have exclusive jurisdiction to enforce or resolve any disputes related to the *Waikoloa-PEX Brass Fittings* Settlement Agreement and Exhibits, including, but not limited to (i) any and all disputes arising out of applications for, claims concerning, claims related to, and/or allocations of Attorney Fees, Costs, and All Other Expenses by *Waikoloa-PEX Brass Fittings* Class Counsel and/or before the *Waikoloa-PEX Brass Fittings* Court; and (ii) any and all disputes arising out of claims by any other attorneys seeking attorney fees, costs, other expenses, or awards resulting from or in any way related to or arising out of this Lawsuit, the *Waikoloa-PEX Brass Fittings* Settlement, and/or the Court's award of Attorney Fees, Costs, and All Other Expenses from the *Waikoloa-PEX Brass Fittings* Settlement Fund.

APPROVED AS TO FORM:

By: /s/ Melvin Y. Agena
MELVIN Y. AGENA
GLENN K. SATO
GRAHAM B. LIPPSMITH
CELENE CHAN ANDREWS
SHARLA MANLEY
Attorneys for Plaintiffs and the Class

DATED: June 3, 2021

By: /s/ Lennes N. Omuro
LENNES N. OMURO
Attorneys for Defendant

DATED: June 3, 2021

APPROVED AND SO ORDERED:

By: /s/ John M. Tonaki
The Honorable John M. Tonaki
State of Hawai‘i, First Circuit Judge



DATED: JUNE 4, 2021

ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT, CLASS CERTIFICATION, AND APPROVAL OF NOTICE PLAN

Irene O. Britton, et al. vs. Castle & Cooke Waikoloa, LLC, et al., Civil No. 13-1-2276-08, Circuit Court of the First Circuit, State of Hawaii