

If your Private Information was potentially compromised in the Cybersecurity Incident involving Pacific Guardian Life Insurance Company, Ltd. that took place in August 2023, and you were sent notice, you may be entitled to benefits from a Settlement.

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

- A settlement has been reached in a class action lawsuit against Pacific Guardian Life Insurance Company, Ltd. (“Defendant”) involving a Cybersecurity Incident suffered by Defendant where cybercriminals potentially accessed Defendant’s systems containing, individuals’ Private Information, on or about August 25, 2023. The Private Information includes sensitive information including, but not limited to, names, Social Security numbers, financial account information, payment card information, dates of birth and medical information. Plaintiffs allege negligence, negligence per se, breach of implied contract, unjust enrichment, invasion of privacy, and violations of various Hawaii laws.
- The Settlement Class includes all individuals who were notified that their Private Information was potentially compromised in the August 2023 Cybersecurity Incident.
- If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement benefits:
Expense Reimbursement: You may submit a Claim Form and provide supporting documentation for unreimbursed losses related to the Cybersecurity Incident for up to \$2,000 per Settlement Class Member;

OR

Alternative Cash Payment: Instead of Expense Reimbursement, without providing documentation, you may submit a Claim Form to receive an Alternative Cash Payment up to \$50;
California Confidentiality of Medical Information Act (CMIA) Cash Payment: If you are residing in California at the time you submit your Claim Form, and the CMIA applies, you may elect to receive an additional Alternative Cash Payment up to \$20;

AND

Credit Monitoring: In addition to the Expense Reimbursement or Alternative Cash Payment, you may also submit a Claim Form to receive two years of free Credit Monitoring.

Your Alternative Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) decrease depending upon the total value of all Valid Claims.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: December 21, 2025
Exclude Yourself	Get no Settlement benefits. Keep your right to file your own lawsuit against the Released Persons about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: November 21, 2025
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: November 21, 2025
Do Nothing	Get no Settlement benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and expenses, and service awards. No Settlement benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.PGLIdatabreach.com or call 1-833-341-1193

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for the Settlement benefits, and how to get them.

The Honorable Jordon J. Kimura of the Circuit Court of the First Circuit, State of Hawaii is overseeing this class action. The lawsuit is known as *Christopher Hardy, et al., v. Pacific Guardian Life Insurance Company, Ltd.*, Case No. 1CCV-25-0000467 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Pacific Guardian Life Insurance Company, Ltd., is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated involving a Cybersecurity Incident suffered by Defendant where cybercriminals potentially accessed Defendant’s systems containing, individuals’ Private Information, on or about August 25, 2023. The Private Information includes sensitive information including, but not limited to, names, Social Security numbers, financial account information, payment card information, dates of birth and medical information. Plaintiffs allege negligence, negligence per se, breach of implied contract, unjust enrichment, invasion of privacy, and violations of various Hawaii laws.

Defendant denies the legal claims and denies any wrongdoing or liability. 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 lawsuit a class action?

In a class action, one or more people (called Class Representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

The Class Representatives in this lawsuit are Christopher Hardy and Janet Mayerle.

4. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are an individual who was notified that your Private Information was potentially compromised in the August 2023 Cybersecurity Incident.

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

Yes. Excluded from the Settlement Class are (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this settlement using the correct protocol for opting-out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the lawyers representing the Parties in the lawsuit; (v) all judges assigned to hear any aspect of the lawsuit, as well as their court staff and immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Cybersecurity Incident, or who pleads *nolo contendere* to any such charge.

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

If you are still not sure whether you are a Settlement Class Member, you may go to www.PGLIdatabreach.com or call toll-free 1-833-341-1193.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a timely and valid Claim Form for the following Settlement benefits:

Expense Reimbursement

You may submit a timely and valid Claim Form with documentation for expenses related to the Cybersecurity Incident for up to \$2,000 per Settlement Class Member.

Examples of out-of-pocket expenses include, but are not limited to: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest and fees on payday loans; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses; and (ix) unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance.

The out-of-pocket expenses must have been incurred after August 25, 2023, and prior to the Effective Date.

Documentation can include receipts or other documentation not "self-prepared" by you that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

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Alternative Cash Payment

Instead of submitting a Claim Form for an Expense Reimbursement, without providing documentation, you may submit a timely and valid Claim Form to receive an Alternative Cash Payment for up to \$50.

Your Alternative Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) decrease depending upon the total value of all Valid Claims.

California Confidentiality of Medical Information Act (CMIA) Cash Payment: If you are residing in California at the time you submit your Claim Form, and the CMIA applies, you may elect to receive an additional Alternative Cash Payment up to \$20;

Credit Monitoring

In addition to the Expense Reimbursement or Alternative Cash Payment, you may also submit a valid Claim Form to receive two years of free Credit Monitoring services.

All Settlement benefits, settlement administration expenses, attorneys' fees, costs, and expenses, and service awards are subject to an aggregate cap of \$2 million. If the total payments, expenses, and costs exceed this aggregate cap, the amounts paid to Settlement Class Members will be subject to a pro rata decrease so that the total amount to be paid will not exceed \$2 million.

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

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Persons about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section 6 of the Settlement Agreement describes the Releases, Released Claims, and Released Persons, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.PGLIdatabreach.com. For questions regarding the Releases, Released Claims, or Released Persons and what the language in the Settlement Agreement means, you can 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 timely and valid Claim Form to receive any Settlement benefits as described above. Your Claim Form must be submitted online at www.PGLIdatabreach.com by **December 21, 2025**, or mailed to the Claims Administrator at the address on the Claim Form, **postmarked by December 21, 2025**. Claim Forms are also available at www.PGLIdatabreach.com or by calling 1-833-341-1193 or by writing to:

Pacific Guardian Life Ins. Cybersecurity Incident
Claims Administrator
PO Box 2350
Portland, OR 97208-2350

Questions? Go to www.PGLIdatabreach.com or call 1-833-341-1193

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 Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by writing to:

Pacific Guardian Life Ins. Cybersecurity Incident
 Claims Administrator
 PO Box 2350
 Portland, OR 97208-2350

13. When will I receive my Settlement benefits?

If you submit a timely and valid Claim Form, the Settlement 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.PGLIdatabreach.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed the law firm Bronster Fujichaku Robbins 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 and expense if you want someone other than Class Counsel to represent you in this lawsuit.

15. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys' fees of \$550,000, plus reimbursement of expenses to be paid by Defendant. Class Counsel will also ask the Court to approve a service award of \$2,500 each for the Class Representatives for participating in this lawsuit and for their efforts in achieving the Settlement. The Court may award less than these amounts. If awarded by the Court, Defendant will pay the attorneys' fees, costs, and expenses, and the service award directly.

Class Counsel's motion for attorneys' fees, costs, and expenses, and the service award will be made available on the settlement website at www.PGLIdatabreach.com before the deadline for you to comment or object to the Settlement.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Persons on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting-out" of—the Settlement.

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

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

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- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) 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 *Christopher Hardy, et al., v. Pacific Guardian Life Insurance Company, Ltd.*”

The exclusion request must be **mailed** to the Claims Administrator at the following address, and be **postmarked by November 21, 2025**:

Pacific Guardian Life Ins. Cybersecurity Incident
 Claims Administrator
 PO Box 2350
 Portland, OR 97208-2350

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

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted.

17. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

18. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Persons for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Persons 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

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys’ fees, costs, and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys’ fees, costs, and expenses.

To object, you must mail a written objection **postmarked by November 21, 2025**, to Class Counsel and Defendant’s Counsel stating you object to the Settlement in *Christopher Hardy, et al., v. Pacific Guardian Life Insurance Company, Ltd.*, Case No. 1CCV-25-0000467.

To submit an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The case name and case number;
- 3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of the original notice of the Cybersecurity Incident);

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- 4) A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe to be applicable;
- 5) The identity of all lawyers representing you in connection with the objection;
- 6) A statement whether you and/or your lawyer will personally appear at the Final Fairness Hearing; and
- 7) Your signature or the signature of your duly authorized lawyer or other duly authorized representative.

To object, your written objection must include all of the information above, must be postmarked by **November 21, 2025**, and sent by U.S. mail to Class Counsel and Defendant's Counsel by **November 21, 2025**, at the following addresses:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Robert M. Hatch BRONSTER FUJICHAKU ROBBINS 1003 Bishop Street, Suite 2300 Honolulu, Hawai'i 96813	James Davidson, Esq. O'HAGAN MEYER, PLLC One East Wacker Drive, Suite 3400 Chicago, IL 60601

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE FINAL FAIRNESS HEARING

The Court will hold a "Final Fairness Hearing" to decide whether to approve the Settlement and attorneys' fees, costs, and expenses, and service award. You may attend and you may ask to speak if you submit an objection by the deadline, but you do not have to.

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

The Court will hold a Final Fairness Hearing on **January 13, 2026, at 9:00 a.m.** before the Honorable Jordan J. Kimura at Ka'ahumanu Hale, 777 Punchbowl Street, Honolulu HI 96813. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses, and the service award to the Class Representatives.

If there are objections that were submitted by the deadline, the Court will consider them. If you submit a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Fairness 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.PGLIdatabreach.com to confirm the date and time of the Final Fairness Hearing have not changed.

Questions? Go to www.PGLIdatabreach.com or call 1-833-341-1193

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

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

23. May I speak at the Final Fairness Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself at the Final Fairness Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed above—and specifically include a statement whether you or your lawyer will appear at the Final Fairness Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Exclude Yourself or Opt-Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Persons about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Cybersecurity 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.PGLIdatabreach.com. You may get additional information at www.PGLIdatabreach.com, by calling toll-free 1-833-341-1193, or by writing to:

Pacific Guardian Life Ins. Cybersecurity Incident
 Claims Administrator
 PO Box 2350
 Portland, OR 97208-2350

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
 REGARDING THIS NOTICE.**

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