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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAI‘I

KI‘INANIOKALANI KAHO‘OHANOHANO; KIANA ROWLEY; A. EZINNE DAWSON; MAKALANI FRANCO-FRANCIS; KAWEHI KU‘AILANI; MORIAH SALADO; MOREA MENDOZA; ALEX AMEY; and PI‘ILANI SCHNEIDER-FURUYA, on behalf of themselves, their students, and the pregnant and birthing people they care for,

Plaintiffs,

v.

THE STATE OF HAWAI‘I; ANNE LOPEZ, in her official capacity as Attorney General of the State of Hawai‘i; DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS; and NADINE ANDO, in her official capacity as the Director of the Department of Commerce and Consumer Affairs,

Defendants.

Civil No. 1CCV-24-0000269
(Declaratory Judgment)

[PROPOSED] JOINT STIPULATION AND SETTLEMENT ORDER; EXHIBIT A

Judge: Hon. Shirley M. Kawamura

TRIAL DATE: January 19, 2026

(*caption continues*)

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[PROPOSED] JOINT STIPULATION AND SETTLEMENT ORDER

Plaintiffs Kiʻinaniokalani Kahoʻohanohano, Kiana Rowley, A. Ezinne Dawson, Makalani Franco-Francis, Kawehi Kuʻailani, Moriah Salado, Morea Mendoza, Alex Amey, and Piʻilani Schneider-Furuya and Defendants the State of Hawaiʻi, Attorney General Anne Lopez, the Department of Commerce and Consumer Affairs ("DCCA"), and DCCA Director Nadine Ando, in their official capacities, by and through their undersigned attorney hereby respectfully submit, pursuant to Rule 9.1 of the Hawaiʻi Electronic Filing & Service Rules, the attached Proposed Joint Stipulation and Settlement Order, for execution by the Court.

DATED: Kailua, Hawaiʻi, October 13, 2025.

/s/Javier Garcia
JAVIER GARCIA
Perkins Coie LLP
Attorney for Plaintiffs

DATED: Honolulu, Hawaiʻi, October 13, 2025

/s/Isaac Ickes
ISAAC ICKES
Deputy Attorney General
Attorney for Defendants

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAI‘I

KI‘INANIOKALANI KAHO‘OHANOHANO; KIANA ROWLEY; A. EZINNE DAWSON; MAKALANI FRANCO-FRANCIS; KAWEHI KU‘AILANI; MORIAH SALADO; MOREA MENDOZA; ALEX AMEY; and PI‘ILANI SCHNEIDER-FURUYA, on behalf of themselves, their students, and the pregnant and birthing people they care for,

Plaintiffs,

v.

THE STATE OF HAWAI‘I; ANNE LOPEZ, in her official capacity as Attorney General of the State of Hawai‘i; DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS; and NADINE ANDO, in her official capacity as the Director of the Department of Commerce and Consumer Affairs,

Defendants.

Civil No. 1CCV-24-0000269
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JOINT STIPULATION AND SETTLEMENT ORDER; EXHIBIT A

Judge: Hon. Shirley M. Kawamura

TRIAL DATE: January 19, 2026

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JOINT STIPULATION AND SETTLEMENT ORDER

Whereas, Plaintiffs Kiʻinaniokalani Kahoʻohanohano, Kiana Rowley, Makalani Franco-Francis, A. Ezinne Dawson, Kawehi Kuʻailani, Moriah Salado, Morea Mendoza, Alex Amey, and Piʻilani Schneider-Furuya and Defendants the State of Hawaiʻi, Attorney General Anne Lopez, the Department of Commerce and Consumer Affairs ("DCCA"), and DCCA Director Nadine Ando, in their official capacities, have executed a Settlement Agreement and Release, which is filed as "Exhibit A" to this Order.

NOW, THEREFORE, pursuant to the Settlement Agreement and Release, the parties stipulate and agree, and the Court makes the following findings and ORDERS:

1. The Court finds the terms of the Settlement Agreement and Release are in the best interests of and fair to the Plaintiffs and approves the Settlement Agreement and Release.
2. Except as set forth in the Settlement Agreement and Release, this Order and Settlement Agreement and Release fully and completely resolve the claims asserted by Plaintiffs against Defendants in the Complaint (Dkt. 1).
3. This Court shall reserve continuing jurisdiction solely to enforce the Parties' obligations under the Settlement Agreement and Release.
4. If a dispute arises regarding compliance with the terms of the Settlement Agreement and Release, any party, having complied with the dispute resolution provisions in paragraph 8 of the Settlement Agreement and Release may bring an appropriate motion in this Court under Case Number 1CCV-24-0000269 to enforce the Settlement Agreement and Release. Unless otherwise directed by this Court, the moving party shall not commence a separate lawsuit to seek judicial resolution of such a dispute.

5. This case shall automatically be dismissed with prejudice subject to the terms of this Order, including the court's limited retention of jurisdiction to enforce the Settlement Agreement and Release should any issues arise.

DATED: Kailua, Hawai'i, October 13, 2025.

/s/Javier Garcia
JAVIER GARCIA
Perkins Coie LLP
Attorney for Plaintiffs

DATED: Honolulu, Hawai'i, October 13, 2025

/s/Isaac Ickes
ISAAC ICKES
Deputy Attorney General
Attorney for Defendants

APPROVED AND SO ORDERED

_____

HON. SHIRLEY M. KAWAMURA

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by **Plaintiffs** Kiʻinaniokalani Kahoʻohanohano, Kiana Rowley, Makalani Franco-Francis, A. Ezinne Dawson, Kawehi Kuʻailani, Moriah Salado, Morea Mendoza, Alex Amey, and Piʻilani Schneider-Furuya (collectively, "Plaintiffs") and **Defendants** the State of Hawaiʻi, Attorney General Anne Lopez, the Department of Commerce and Consumer Affairs ("DCCA"), and DCCA Director Nadine Ando, in their official capacities (collectively, "Defendants").

Plaintiffs and Defendants shall be referred to collectively as the "Parties."

RECITALS

WHEREAS, Plaintiffs are nine individuals represented by the Native Hawaiian Legal Corporation, the Center for Reproductive Rights, and Perkins Coie LLP;

WHEREAS, Plaintiffs filed a Complaint on February 27, 2024 alleging HRS § 457J (as enacted in 2019) violates the Hawaiʻi State Constitution on multiple grounds, Pls.' Compl. for Decl. & Inj. Relief, Dkt. 1;

WHEREAS, on February 28, 2024, Plaintiffs moved for a preliminary injunction on three of their claims, arguing that HRS § 457J: (1) violates Plaintiffs' fundamental privacy rights to make decisions about pregnancy and childbirth, including decisions about from whom to access pregnancy support and care, and where and with whom to birth, in violation of article I, § 6 of the Hawaiʻi State Constitution, and other fundamental rights guaranteed by article I, §§ 2, 3, and 5; (2) violates the State's affirmative duty to protect customarily and traditionally exercised rights of Native Hawaiians, required by article XII, § 7; and (3) chills the exercise of constitutional rights by Plaintiffs, pregnant people, midwives, and others who support and care for pregnant people

because the Law is unconstitutionally overbroad, in violation of article I, § 5. *See* Pls.' Mem. Supp. Br. Mot. for Prelim. Inj., Dkt. 12;

WHEREAS, the Court held a four-day hearing on Plaintiffs' Motion for a Preliminary Injunction from June 10, 2024 through June 14, 2024, during which it heard live plaintiff and expert testimony and argument;

WHEREAS, on July 23, 2024, this Court made findings of fact and conclusions of law and issued a preliminary injunction providing:

> Defendants, and their employees, agents, attorneys, successors, and all others acting in concert or participating with them are PRELIMINARILY ENJOINED STATEWIDE from enforcing, threatening to enforce, or otherwise applying any penalties under HRS §§ 436B-19, 436B-26.5, 436B-27, 457J-12, and 457J-13 against individuals who practice, teach, and learn pale keiki, hoʻohānau, and hānau, i.e., "traditional [Native Hawaiian] healing practices of prenatal, maternal, and child care," see Haw. Rev. Stat. § 457J-6(b), but who currently have no practical and meaningful pathway to obtain recognition under the HRS § 457J-6(b) exemption. Such injunction is granted until a kūpuna council that can recognize pale keiki, hoʻohānau, and hānau practices and/or practitioners exists or an otherwise tenable recognition pathway under HRS § 457J-6(b) is formulated. The Court denies all other requests for relief. The Court also makes clear that HRS Chapter 457J is not unconstitutional on its face. Specifically, the Court holds the Papa Ola Lōkahi recognition system under HRS § 457J-6(b), in practice, is unconstitutional.

Findings of Fact & Conclusions of Law, and Order Granting in Part and Denying in Part Plaintiffs' Mot. for Prelim. Inj., at 45 (Dkt.141);

WHEREAS, Chapter 457J as enacted in Act 32 (2019) was set to sunset June 30, 2025;

WHEREAS, on May 5, 2025, Act 28 took effect, replacing Act 32 and modifying Chapter 457J;

WHEREAS, the Parties have agreed to fully and finally resolve Plaintiffs' Complaint in exchange for certain agreements by Defendants relating to the new Chapter 457J;

WHEREAS, by entering into this Agreement, Plaintiffs do not admit any legal or factual deficiencies in their claims and Defendants do not concede any factual or legal issue alleged in the Complaint;

NOW, THEREFORE, in the interests of the Parties, the public interest, and to promote judicial economy, the undersigned Parties to this Agreement hereby stipulate and agree as follows:

TERMS AND CONDITIONS

Laws Related to the Practice of Midwifery

1. Under Hawai‘i law, there are no criminal penalties for practicing midwifery without a license.
    a. Licensing requirements for the practice of the occupation of midwifery are contained within HRS Chapter 457J.
    b. The law regarding penalties for violation of HRS Chapter 457J is found in HRS § 457J-13, which reads "[a]ny person who violates this chapter or rules adopted pursuant thereto shall be subject to a fine of not more than $1,000 for each separate offense."
    c. HRS § 457J-6(c) provides that "[n]othing in this chapter shall be construed as establishing any criminal penalty."
    d. HRS Chapter 436B applies to professions and vocations required by law to be regulated by the licensing authority.
    e. HRS Chapter 436B applies in instances where the licensing laws or rules for a vocation or profession are silent.
    f. If the licensing laws or rules for a vocation or profession are not silent, those laws prevail over HRS Chapter 436B.
    g. The penalties for violation of HRS Chapter 457J described in HRS § 457J-13, and discussed in HRS § 457J-6(c), prevail over those set out in HRS § 436B-27.

2. Certified Professional Midwives are eligible for a license to practice midwifery, including after obtaining their credential via the Portfolio Evaluation Process and obtaining a Midwifery Bridge Certificate. While students are engaged in the Portfolio Evaluation Process or a program accredited by the Midwifery Education Accreditation Council, they are exempt from licensure under HRS § 457J-6(a)(3).
    a. Educational requirements for licensure as a certified professional midwife can include proof of completion of either 1) a midwifery educational program or pathway accredited by the Midwifery Education Accreditation Council, or successor organization, or another nationally recognized accrediting agency approved by the United States Department of Education or 2) a Midwifery Bridge Certificate issued by the North American Registry of Midwives, or successor organization. HRS § 457J-8.
    b. Midwifery Bridge Certificates are issued by the North American Registry of Midwives to Certified Professional Midwives, including Certified Professional Midwives who obtain their credential after completing the Portfolio Evaluation Process and documenting 50 contact hours of accredited continuing education in specified competencies.
    c. "Qualified Midwife Preceptors" include those overseeing or participating in the education of student midwives engaged in the Portfolio Evaluation Process; student midwives may pursue the Portfolio Evaluation Process under the supervision of a "Qualified Midwife Preceptor."
    d. HRS § 457J-2 defines a "Qualified Midwife Preceptor" as "a licensed and experienced midwife, or other maternal health professional licensed in the State, who participates in the clinical education of individuals enrolled in a midwifery education program

accredited by the Midwifery Education Accreditation Council or Accreditation Commission For Midwifery Education and who meets the criteria for midwife preceptors set forth by the applicable organization."

e. HRS § 457J-6(a)(3) exempts "student[s] currently enrolled in a midwifery educational program and under the direct supervision of a qualified midwife preceptor; provided that the practice of midwifery is incidental to the program of study engaged by the student[s]" from licensing requirements.

Defendant Department of Commerce and Consumer Affairs Rulemaking Under Chapter 457J

3. Defendant Department of Commerce and Consumer Affairs will include Plaintiffs as interested parties under HRS § 91-3 and will notify Plaintiffs of any actions associated with rulemaking under Chapter 457J. Plaintiffs' counsel will provide Defendants' counsel with contact information for each Plaintiff within 14 days of the approval of this settlement agreement so that the Department of Commerce and Consumer Affairs has information necessary to notify Plaintiffs about any actions associated with rulemaking under Chapter 457J.

Attorneys' Fees and Costs

4. Each of the parties shall bear and pay its own costs, attorneys' fees, and any other expenses incurred or to be incurred in connection with this action, the released claims, and the negotiation and preparation of this Agreement.

OTHER TERMS AND CONDITIONS

No Admissions

5. The Parties and their counsel understand that this Agreement does not constitute an admission by Defendants of any current or prior violation of the Hawai‘i Constitution or other violation

of any law, or of any wrongdoing of any kind. This Agreement is for the purposes of resolving and settling all actual and potential disputes among the Parties to avoid further controversy, litigation and expense; provided, however, that this Agreement may be used in an action by a Party to enforce its terms and provisions.

Jurisdiction and Dismissal

6. The Parties will prepare and file a Proposed Order for signature and entry by the Court that (i) approves the terms of the Agreement as in the best interests of and fair to the Plaintiffs, (ii) declares that Plaintiffs' Complaint is fully and finally resolved, and (iii) reserves jurisdiction solely to enforce the Agreement and provides for the automatic dismissal of the case as provided herein.
    a. The Parties agree that the Court will retain continuing jurisdiction to enforce the Parties' obligations under the Agreement.
    b. This Agreement shall not be amended, supplemented, or modified other than in a writing executed by both Parties and approved by the Court.

Dispute Resolution

7. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Agreement. The Parties shall attempt to resolve any disagreements concerning this Agreement expeditiously and informally, pursuant to the following procedures:
    a. A Party must first notify all other opposing Parties and their counsel in writing when a dispute or concern arises and request an opportunity to discuss the disputed issues or concerns; each Party agrees in good faith to make a concerted effort to resolve the

dispute or concern through direct negotiations without the need for judicial intervention or mediation;

b. If the Parties are unable to resolve the dispute within two weeks of the receipt of written notice, or longer upon agreement of the Parties, the Parties will select a mutually agreeable mediator within two weeks, or ask the court to appoint a mediator if the Parties are unable to agree, and notify the mediator and work cooperatively with the mediator to reach agreement; and

c. If no mutually agreeable resolution is reached within a 30-day period from the first mediation session, either Party may bring a motion in this Court under Case Number 1CCV-24-0000269 to enforce the Agreement.

d. Each side agrees to bear its own attorneys' fees and costs in connection with the dispute resolution process, including the fees and costs of bringing a motion to enforce the Agreement.

Interpretation and Construction

8. The Parties agree that this Agreement shall constitute a complete and final settlement of all claims in the Complaint, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The Parties treat this Agreement as jointly drafted, and any rules of construction that construe any ambiguities against the drafting Party shall be inapplicable in any dispute concerning the interpretation of this Agreement.

Severability

9. Each term and provision of this Agreement shall be considered severable and divisible from every other term and provision, and the invalidity or unenforceability of any one term or

provision shall not limit the validity and enforceability, in whole or in part, of any other term or provision hereof.

Venue

10. This agreement is made under, and is to be governed by, the laws of the State of Hawai‘i.

Execution of Agreement

11. This Agreement may be executed in counterparts, and electronic or facsimile signatures will be treated the same as original signatures. It shall become effective on the date of the last execution. The attorneys signing below represent that they have reviewed the full Agreement with their clients, have obtained the express written consent of their clients under HRS § 605-7, and are authorized to execute this Agreement.

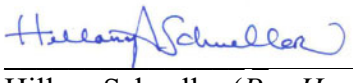
IN WITNESS WHEREOF, the Parties agree to the terms set forth herein as evidenced by the signature of their authorized representatives below.

DATED: October 13, 2025

ATTORNEYS FOR PLAINTIFFS

/s/Javier Garcia
Javier Garcia
Perkins Coie LLP
Attorney for Plaintiffs

/s/ Kirsha K.M. Durante
Kirsha K.M. Durante
Native Hawaiian Legal Corporation
Attorney for Plaintiffs



Hillary Schneller (*Pro Hac Vice*)
Center for Reproductive Rights
Attorney for Plaintiffs

DATED: October 13, 2025

ATTORNEY FOR DEFENDANTS

/s/Isaac Ickes
Isaac Ickes
Deputy Attorney General
Attorney for Defendants

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAI‘I

KI‘INANIOKALANI KAHO‘OHANOHANO, et al., *Plaintiffs*, v. THE STATE OF HAWAI‘I, et al., *Defendants.*	Case No. 1CCV-24-0000269 **CERTIFICATE OF SERVICE**

CERTIFICATE OF SERVICE

I hereby certify that the forgoing document was duly served upon the following party via JEFS on October 15, 2025:

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Attorneys for Defendants

DATED: Kailua, Hawai‘i, October 15, 2025

/s/ Javier Garcia
JAVIER GARCIA
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Attorney for Plaintiffs