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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

RIKI O'HAILPIN, NINA ARIZUMI, ROBERT ESPINOSA, ERWIN YOUNG, PUANANI BADIANG, SABRINA FRANKS, and RONALD LUM on their own behalf and on behalf of all others similarly situated, *Plaintiffs,* v. HAWAIIAN AIRLINES, INC., and HAWAIIAN HOLDINGS, INC. *Defendant.*	Civil No.: _____ DECLARATION OF RONALD LUM;

I, Ronald Allen Lum, declare as follows:

1. I am 64 years old and live in Kapolei, Hawai'i.

2. I am an employee of Hawaiian Airlines ("Hawaiian") and work as a Captain for Hawaiian on the Boeing 717 based out of Honolulu International Airport. I have been with Hawaiian for 37 years. I started with the company as a Flight Attendant and then attended flight school during a leave from the airline. I flew the DC-10 as a Flight Engineer and later the DC-9, Boeing 717, and Boeing 767 as a First Officer. I made my way to Captain on the 717 approximately 8 years ago.

3. I have worked throughout the duration of the pandemic. During this time, Hawaiian has implemented various ways to help keep everyone safe. Moreover, I have been able to adhere to all COVID-19 regulations and policies without incident and have done things such as always wearing a mask indoors, participating in the testing program, and following social distancing guidelines when applicable.

4. As the airline has touted, flying has been extremely safe on our planes given things such as HEPA filtration devices that clean the air (on the widebody craft) and the electrostatic fogging of the planes that we were doing at one point (but have since stopped). On the 717, we constantly exchange the air in the cabin with outside air—after adjusting the temperature—to make sure it is free of viruses.

5. In August of 2021, Hawaiian stated that it would require all employees to receive the COVID-19 vaccine. The original version of the policy, issued in September of 2021, indicated that employees should be vaccinated by November 1, 2021, or else enter a testing program developed by Hawaiian at that time. The testing program would run until January 30, 2022. Subsequent changes in federal regulations and then litigation over those regulations caused Hawaiian to first move the end of the testing program up to December 8, 2021, and then back to January 4, 2022.

6. At all times, the testing program was only meant to be a temporary measure to let unvaccinated employees consider whether they would take the vaccine or be put out of work. Although I have followed the testing program without incident, it was made unnecessarily onerous by the company through things such as limiting pick up spots for test kits, making employees test who were not coming to work that week, or shifting test dates without clear directions.

7. The current version of the mandate states that all employees must be vaccinated by January 4, 2022, or face termination. Most employees also have the option to take a "12-Month Unpaid Leave of Absence" and then become "subject to termination" at the end of that leave.

8. I submitted a request for a medical accommodation on October 10, 2021. I have coronary artery disease and am at a high risk of coronary inflammation

and myocarditis if I am given the COVID-19 vaccine. There have been documented events of increased risk and blood clots, cardiomyopathy, and generalized inflammation after COVID-19 vaccines have been administered. As a result, my doctor strongly recommended that I be exempt from this vaccine and be provided with an accommodation such as regular testing. While I can work without limitations, I still have what is considered a disability under the ADA. The coronary artery disease is a physical impairment that substantially limits my circulatory system. I am on cholesterol medication to help stop or even reverse my coronary artery disease, but there is no research on combining this medication with the COVID-19 vaccine. If I were to take this vaccine, I would be putting my life on the line.

9. After submitting my request for an accommodation, Hawaiian asked for additional information from my doctor, which was provided to the company on both November 20, 2021, and December 1, 2021.

10. On December 7, 2021, I received an email denying my request for a medical exemption. The company stated that "the information you provided is not considered a contraindication to receiving a COVID-19 vaccine," even though my doctor strongly recommended I be exempt as this vaccine could literally kill me. I went to the CDC website where the denial letter referred me, only to learn that the section Hawaiian is now evidently using to make medical decisions for its employees

is referencing allergy contraindications—it does not purport to override either medical advice from a doctor or the ADA.

11. I also submitted a request for a religious exemption on October 25, 2021. According to 1 Corinthians 6:19, my body is the temple of the Holy Spirit. I requested a religious exemption from the vaccine because I believe that I can care for my body, the temple, with the wisdom and convictions that God gives me. It is my sincere religious belief that it would dishonor God to take the vaccine. In fact, taking the vaccine is something that cannot be undone and would be an unrecoverable violation of my faith in the Lord.

12. On December 17, 2021, Hawaiian sent me a letter denying my religious exemption request. It stated first that my request "demonstrate[d] a personal preference" not to take the vaccine.

13. This denial, however, came without any interactive process that would have allowed me to explain the multiple times on which I have made an appointment to take the vaccine, only to end up cancelling because God told me not to take it each time. I could also have explained that my long-time girlfriend—who is vaccinated—pressures me daily to take the vaccine, and that I also take care of my elderly mother who is in a nursing home and that I want to make sure I protect her, too. Far from an easy decision, not taking the vaccine has real-world consequences for me beyond

just a paycheck. Not taking the vaccine is a direct result of my sincerely held religious belief.

14. The denial letter went on to reiterate the same response that Hawaiian gave to everyone at that time regarding it being an "undue hardship" for the company to accommodate my sincerely held religious belief.

15. I know that to be false, however, because of what has taken place during the pandemic, throughout which I have been able to adhere to Hawaiian's COVID-19 policies without incident. We have flown safely for almost two years. Moreover, not only have I participated in Hawaiian's mock testing program without issue, I would regularly test myself as a prophylactic measure (long before Hawaiian mentioned a vaccine mandate) in order to protect my girlfriend and my mother. I could continue to do this or even take antibody tests to ensure the safety of my coworkers. Additionally, I would pay for any testing out-of-pocket to continue working. If Hawaiian had engaged in an actual interactive process with me, they could have learned these things and would have been able to develop a reasonable accommodation.

16. If placed on unpaid leave or terminated, I will lose my travel benefits, medical, dental, and prescription drug coverage, as well as profit sharing and company matched retirement contributions. I will also miss opportunities to bid on

job openings (aircraft, seat, routes) that come up while I am out, and I will become "non-qualified" to fly after 90 days without a takeoff or landing.

17. Additionally, I will be unable to afford my residence in Honolulu and will have to leave my home. I will also be unable to pay for the rehabilitation program in which my mother is currently participating.

18. Hawaiian's actions are causing me anguish daily as I must decide between my beliefs and providing for my girlfriend and mother. It is especially frustrating given the common knowledge that vaccines do not stop COVID-19 infection and transmission.

19. Finally, Hawaiian's actions will cause me one last irreparable injury: the denial of a "retirement flight" in August when I turn 65. Pilots must stop flying commercially at age 65 with no exceptions. This means that a pilot's last flight before his 65th birthday is cause for quite the celebration—the pilot's family will often take the final trip with him or her and there may be water cannons shooting over the plane as the Captain pulls in to the gate for the last time. This moving ceremony is the capstone on a career in aviation that I have looked forward to for 25 years, and no amount of money will ever be able to repay that.

20. It has become clear that the company does not want to terminate individuals requesting accommodations—they just do not value our religious beliefs

and want to use our paychecks as a leverage point to force vaccinations, whether for advertising or merely virtue signaling.

21. I submitted an inquiry with the EEOC on December 28, 2021, regarding Hawaiian Airlines' discriminatory actions. That charge remains pending.

I declare under penalty of perjury that the forgoing is true and correct.

1/5/2022	DocuSigned by: Ronald Lum CF560BCA67BF4C4...
Date	Signature