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Electronically Filed
FIRST CIRCUIT
1CC191000112
29-MAR-2021
10:15 PM
Dkt. 51 MOT

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individually and on behalf of all others
similarly situated.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LINDA ROBINSON, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

CENTRAL PACIFIC BANK,

Defendant.

) Civil No. 19-1-0112-01 JPC
) (Class Action)
)
)
) **PLAINTIFF'S MOTION FOR FINAL**
) **APPROVAL OF SETTLEMENT**
) **AGREEMENT, FOR APPROVAL OF**
) **COUNSEL'S FEES AND COSTS, AND**
) **SERVICE AWARD TO THE CLASS**
) **REPRESENTATIVE; MEMORANDUM**
) **IN SUPPORT OF MOTION;**
) **DECLARATION OF BRANDEE J.K.**
) **FARIA; EXHIBITS "1" – "3"; NOTICE**
) **OF HEARING; CERTIFICATE OF**
) **SERVICE**
)
) Hearing Date: May 26, 2021
) Hearing Time: 9:00 a.m.
)
) Judge: Hon. Jeffrey P. Crabtree

**PLAINTIFF’S MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT, FOR
APPROVAL OF COUNSEL’S FEES AND COSTS, AND SERVICE AWARD TO THE CLASS
REPRESENTATIVE**

Plaintiff LINDA ROBINSON, individually and on behalf of all others similarly situated. (the “Class”) as defined hereinafter, respectfully request that the Court GRANT the instant Motion and enter the proposed order attached hereto: (1) determining that the Settlement is fair, adequate and reasonable, (2) finally certifying the Settlement Class for settlement purposes, (3) approving Plaintiffs’ fees, taxes and costs of \$245,000.00, (4) approving the class representative Service Award of \$5,000 as reasonable, and for (5) entry of Final Judgement.

This Motion is made pursuant to rules 7, 23, and 58 of the Hawai’i Rules of Civil Procedure and is based on the attached memorandum, exhibit, affidavits and declarations, and the files and records in this case.

DATED: Honolulu, Hawai’i, March 29, 2021.

/s/ Brandee J.K. Faria

BRANDEE J.K. FARIA

Attorney for Plaintiff
LINDA ROBINSON, individually and on
behalf of all others similarly situated.

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LINDA ROBINSON, individually and on behalf of all others similarly situated,)	Civil No. 19-1-0112-01 JPC
	)	(Class Action)
)	
Plaintiff,	)	MEMORANDUM IN SUPPORT OF
	)	MOTION
vs.)	
	)	Hearing Date: May 26, 2021
CENTRAL PACIFIC BANK,	)	Hearing Time: 9:00 a.m.
)	
Defendant.	)	Judge: Hon. Jeffrey P. Crabtree
)	
)	

I. INTRODUCTION

Plaintiff Linda Robinson (hereinafter “Plaintiff” or “Class Representative”) moves for final approval of this class action settlement, which provides significant benefits to a settlement class of 5,844 current and former Central Pacific Bank (“Central Pacific”, “Bank” or “Defendant”) accountholders—of which only 2 (two) Class Members have opted out at this point in time. *Declaration of Brandee J.K. Faria*. The settlement class members’ near-unanimous support for the Settlement Agreement in addition to other benefits described herein, argue strongly in favor of final approval. This Court’s final approval of the Settlement Agreement will allow a prompt and efficient distribution of settlement benefits to class members.

Plaintiff’s claims concern the assessment of multiple insufficient funds fees (“NSF Fees”) on the same item. Plaintiff alleged the Bank’s practice of assessing multiple NSF Fees on the same item was deceptive and unfair. After conducting extensive discovery and litigating this case for three years, the Parties reached a class-wide settlement on behalf of the class. The Value of the Settlement reached in this case amounts to **\$695,000**, which is comprised of a Settlement Fund of \$495,000 and a practice change which the Parties reasonably valued at \$200,000. *Exhibit “1”*. The Settlement Fund of \$495,000 represents a refund of 99% of the improper fees Plaintiff challenged in this case on a class-wide basis. The Settlement fund will automatically be distributed to Settlement Class Members without the requirement for a claims process or reversion to Central Pacific. Central Pacific also agreed to introduce industry-leading disclosures that disclose the circumstances in which the Bank will charge NSF Fees.

Class Counsel obtained these benefits for the Settlement Class with hard work and creativity, investing hundreds of hours of time in this matter. Class Counsel faced significant risk in filing this Action, which was one of the first cases to be filed in Hawai'i alleging this specific theory of liability. Without Class Counsel's hard work, and that of the Class Representative, Central Pacific's alleged deceptive practices would have remained in the dark, without comment or notice. In the litigation and in the Settlement, Plaintiff sought key improvements to the Bank's disclosures—relief that Class Counsel obtained here. As result of the Settlement, Central Pacific's NSF Fee practices are no longer shrouded in darkness; now consumers, armed with full information about the Bank's practice, can choose with whom to Bank in a more equitable marketplace for banking services.

Given the various challenges the Plaintiff faced in this litigation, Plaintiff's counsel is of the opinion that the settlement is a fair and reasonable resolution of this case. This settlement will allow the class to avoid the risks inherent in any lawsuit, as well as the delay of further litigation and potential appeal. While Defendant denies all wrongdoing, both parties agree that settlement of this case is an appropriate resolution. This Court agreed with Counsel's assessment and preliminarily approved the settlement on February 9, 2021. *Exhibit "I"*. In accordance with the Court's order and agreement of the parties, notice of this litigation and the proposed settlement has been given to the class, and Plaintiff now moves for final approval of the Settlement. Plaintiff submits that the settlement is fair, adequate, and reasonable and easily meets Hawai'i standards for final approval, as outlined below.

Additionally, consistent with standard class action practice and procedure, and as stated in the Notices to the Settlement Class, Class Counsel respectfully requests a fee, cost and G.E.T. award of \$ 219,873.03, which represents approximately 31.6% of the \$695,000 Value of the Settlement, in addition to the reasonable costs of litigating this matter. Central Pacific does not oppose Plaintiff's request.

Given the results obtained for the Class, and the time and expenses invested by counsel, Class Counsel's requested fee is reasonable. Class Counsel has litigated this case since January 2018, performing extensive discovery needed to prevail at class certification and at trial. Class Counsel took this case on a pure contingency basis and paid all the costs, with no guarantee that they would ever be reimbursed or paid for their time. Nor did this class action have a clear path to success. This case was based on a relatively novel theory of liability at the time it was filed. Given the novel and complex nature of this case, the Settlement benefits described above are an outstanding result for the Settlement Class, and the requested fee is reasonable.

In addition, Class Counsel request reimbursement of costs reasonably expended during the litigation, as reflected in their declarations. Class Counsel also request a Service Award for the Class

Representative for her efforts.

II. SUMMARY OF LITIGATION

Before this case was filed, Class Counsel researched and investigated the practice at issue in this case: the assessment of multiple NSF fees on a single item. *Faria Decl.* The research effort required legal research, discussions with the Class Representative, and expert consultation to understand the bank fee practices. *Id.* After review of hundreds of pages of documents, including bank statements provided by the Class Representative and the operative disclosures, Class Counsel began drafting the Complaint in this matter. *Id.*

In January 2018, Plaintiff filed this Action, alleging that the Bank violates Hawaii's Unfair and Deceptive Practices Act, Hawai'i Revised Statutes Chapter 480 by charging multiple fees on the same item. Since the filing of the Complaint, the Parties have engaged in extensive discovery. *Id.* Defendant has produced over 1,400 documents comprising over 37,000 pages, which Plaintiff's Counsel reviewed. Defendant has responded to interrogatories propounded by Plaintiff. *Id.* Plaintiff has taken the depositions of three senior employees of Defendant pursuant to Hawai'i Rule of Civil Procedure 30(b)(6). *Id.* Plaintiff responded to Defendant's discovery requests November 1, 2019. *Id.*

Class Counsel also spent significant time seeking the data necessary to evaluate class-wide damages and class membership in this case. *Id.* Class Counsel spent significant time evaluating what information would be critical in determining class membership and what data would be necessary to calculate each Settlement class member's respective damages. *Id.* Class Counsel consulted with an expert regarding which data fields would be necessary for the analysis. Over the course of many weeks, Class Counsel worked with the Bank to ensure the correct data fields were evaluated. *Id.*

On February 15, 2019, as a direct response to the Complaint, Defendant amended its account agreement and disclosures and its fee schedule to more comprehensively disclose the practice that is the basis of the Complaint. *Id.* The Parties agree that this provides a benefit to Plaintiff and Class Members and reasonably value this practice change at approximately \$200,000. *Exhibit "1"*.

Class counsel had substantially completed their motion for class certification and was preparing to file the same as of December 2020. *Id.* After extensive negotiations, the Parties successfully settled this matter and entered into the Settlement Agreement on December 29, 2020. The Parties agree that the Value of the Settlement reached in this case amounts to \$695,000, which is comprised of a Settlement Fund of \$495,000 and a practice change which the Parties reasonably valued at \$200,000. The Settlement Fund of \$495,000 represents a refund of 99% of the improper fees Plaintiff challenged in this case on a class-wide basis.

Following the execution of the Settlement Agreement, Class Counsel drafted an Unopposed Motion for Preliminary Approval of the class action settlement on January 27, 2021. The Court granted preliminary approval on February 5, 2021. Since that time, Class Counsel has worked with the notice administrator to ensure notice was effectuated properly. *Faria Decl.*

Class counsel also had to respond to inquiries from the administrator, mailer and subsequently class members who elected to contact the firm directly. *Id.* In addition, substantial additional time will be required including finalizing and funding the settlement, continued discussions with those actively involved, including, class members, finalizing the HRCP Rule 23(f) report necessary to close the case, and deal with all aspects of designating and transferring *cy pres* funds to the beneficiary. *Id.* It is estimated that if billed separately, the additional time required for all matters post entry of Preliminary Approval Order is in the \$20,000-\$27,000 range, depending upon the unforeseen contingencies that almost always arise. *Id.*

Based on the information and facts known to Class Counsel, and upon consideration of the benefits that the settlement provides to Plaintiff and the class, Class Counsel considers the settlement to be in the best interest of all class members and urges approval by this Court.

III. STANDARD FOR APPROVAL

The Court must approve the compromise of a class action under HRCP 23(e) ("Dismissal or compromise. A class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs...."). As a general rule, a properly executed settlement precludes future litigation for its parties. A settlement agreement is an agreement to terminate, by means of mutual concessions, a claim which is disputed in good faith or unliquidated. It is an amicable method of settling or resolving bona fide differences or uncertainties and is designed to prevent or put an end to litigation. 15A Am.Jur.2d Compromise and Settlement § 1 (1976).

The Hawai'i Supreme Court acknowledges the well-settled rule that the law favors the resolution of controversies through compromise or settlement rather than by litigation. *Kamaunu v. Kaaea*, 99 Hawai'i 503, 507, 57 P.3d 428, 432 (2002) (citing *Sylvester v. Animal Emergency Clinic*, 72 Haw. 560, 566, 825 P.2d 1053, 1056 (1992)). Such an alternative to court litigation not only brings finality to the uncertainties of the parties, but is consistent with this court's policy to foster amicable, efficient, and inexpensive resolution of disputes. In turn, it is advantageous to judicial administration and thus to government and its citizens as a whole. *Exotics Hawai'i v. E.I. Du Pont De Nemours*, 172 P.3d 1021, 116 Hawai'i 277 (Hawai'i, 2007).

Courts have universally accepted that the applicable standard for the Court to approve the compromise of a class action under HRCF 23(e) is whether the settlement is "fair, adequate and reasonable." *See, e.g. In re Pacific Enterprises Sec. Litig.*, 47 F.3d 373, 377 (9th Cir. 1995); *Officers for Justice v. Civil Serv.*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied* 459 U.S. 1217 (1983).¹ The law favors settlements and this has "particular force in class actions". *Newberg* § 13:63. Therefore, in considering a proposed class settlement, "the courts generally view facts in a light favorable to settlement." *Id.*

The settlement must be evaluated as a whole to determine whether it is generally fair to the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998):

It is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness. *Officers for Justice v. Civil Serv. Comm'n of San Francisco*, 688 F.2d 615, 628 (9th Cir. 1982). Neither the district court nor this court have the ability to "delete, modify or substitute certain provisions." *Id.* at 630. The settlement must stand or fall in its entirety. *Id.*

The Ninth Circuit has identified factors that may be considered in evaluating the fairness of a class action settlement:

Although Rule 23(e) is silent respecting the standard by which a proposed settlement is to be evaluated, the universally applied standard is whether the settlement is fundamentally fair, adequate and reasonable. The district court's ultimate determination will necessarily involve a balancing of several factors which may include, among others, some or all of the following: strength of Plaintiffs case; the risk, expense, complexity and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel . . . and the reaction of the class members to the proposed settlement.

Officers for Justice, 688 F.2d at 625 (citations omitted).

IV. THE SETTLEMENT

The Settlement Agreement (the "Agreement") identifies the settlement class as:

Any and all past and present users who have or had a checking account with Central Pacific Bank. ("Defendant") who, on and after January 18, 2015 and February 15, 2019, were charged an eligible insufficient funds fee ("NSF"). *Exhibit "I"*.

The Value of the Settlement reached in this case amounts to **\$695,000**, which is comprised of a

¹ Because Haw. R. Civ. P. Rule 23(e) is identical to its federal counterpart, decisions interpreting federal law are persuasive. *See, Canalez v. Bob's Appliance Serv. Ctr., Inc.*, 89 Hawai'i 292, 306, 972 P.2d 295, 309 (1999) ("Where a Hawai'i rule of civil procedure is identical to the federal rule, the interpretation of this rule by federal courts is highly persuasive.") (citing *Shaw v. North American Title Co.*, 76 Haw. 323, 326, 876 P.2d 1291, 1295 (1994) (citations omitted)).

Settlement Fund of \$495,000 and a practice change which the Parties reasonably valued at \$200,000. The Settlement Fund of \$495,000 represents a refund of 99% of the improper fees Plaintiff challenged in this case on a class-wide basis. *Id.* The Settlement fund will automatically be distributed to Settlement Class Members without the requirement for a claims process or reversion to Central Pacific. Central Pacific also agreed to introduce industry-leading disclosures that disclose the circumstances in which the Bank will charge NSF Fees. For class members who are entitled to an award of \$400 or more who cannot be located, class counsel will retain a private investigator to attempt to locate the class member. *Id.* Any residual funds will be paid to Aloha United Way as the designated *cy pres* beneficiary set forth in the Settlement Agreement.

A. Notice

Mailed and emailed notice was delivered to class members on March 1, 2021. *Faria Decl.* The administrator, CR Admin Solutions, cross checked all provided addresses with the National Change of Address (“NCOA”) database and existing class members were sent emails notifying them of the settlement and former account holders were sent mailed notices via USPS First Class mail. *Id.* Due diligence was exercised to locate both bad email addresses mailed notices and whenever possible, notices were resent. *Id.* All notices alerted class members that the opt-out deadline for class members occurred on April 12, 2021.

To date, only 2 (two) Class Members out of the 5,844 have opted out. *Id.* The initial email and mailed notices have reached a substantial majority of the Settlement Class and additional efforts are ongoing. *Id.* The Administrator has and will continue to respond to any mailed Settlement Class member inquiries, email or telephonic questions, and will mail distribution checks to Class Members where it is not feasible or reasonable for Central Pacific to make the payment by a credit to the Settlement Class Members’ Accounts. *Exhibit “I”*. After the opt-out date and before the hearing on the instant Motion, Class Counsel will submit a detailed declaration by the administrator setting forth their efforts and all relevant statistics associated with the success of the notice program. *Id.; Faria Decl.*

V. SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE, AND SHOULD BE APPROVED

A. The Standard for Approval Is Met In This Case

This Court is tasked with approving the proposed settlement under HRCP 23(e). It is well-established that “the law favors the resolution of controversies through compromise or settlement rather than by litigation,” *Kamaunu v. Kaaea*, 57 P.3d 428, 432 (2002) (citations omitted), and the Hawai’i Supreme Court recognizes that settlement “not only brings finality to the uncertainties of the parties, but

is consistent with [the] court's policy to foster amicable, efficient, and inexpensive resolutions of disputes.” *Sylvester v. Animal Emergency Clinic of Oahu*, 825 P.2d 1053, 1056-57 (1992). The appropriate standard for evaluating a settlement is whether it is “fair, adequate and reasonable.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (citations omitted).² Several factors must be balanced to determine if this standard is met:

[T]he strength of Plaintiffs case; the risk, expense, complexity and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel . . . and the reaction of the class members to the proposed settlement.

Officers for Justice v. Civil Serv. Comm'n of City & County of San Francisco, 688 F.2d 615, 625 (9th Cir. 1982). All these factors weigh in favor of final approval of the Settlement Agreement.

The Settlement Agreement was negotiated by experienced counsel on all sides. It meets the criteria set forth by the Ninth Circuit and is fundamentally fair, adequate and reasonable. The lawyers who negotiated the settlement are experienced litigators from well-recognized law practices. Under the terms of the settlement, class members will be provided a significant portion of potential damages, despite litigation risk that they could receive nothing. Moreover, the settlement benefits will be distributed to the class members based upon an equitable formula related to the proportionate losses of each class member.

For these reasons and those that follow below, the Settlement Agreement should be finally approved.

B. The Settlement Agreement Appropriately Balances The Risks Of Litigation And The Benefit To The Class of a Certain Recovery

Where a proposed class settlement has been reached after arm's length negotiation conducted by capable counsel it is presumptively fair, *see M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 822 (D. Mass. 1987), and only a limited inquiry into the merits and potential outcomes is justified in this situation. *See Officers for Justice*, 688 F.2d at 625. Class Counsel is highly experienced with class actions of this sort. *Faria Declaration*.

2. Haw. R. Civ. P. Rule 23(e) is identical to its federal counterpart, and “the interpretation of [a] rule by federal courts is highly persuasive” for interpreting an identical state rule. *Shaw v. N. Am. Title Co.*, 76 Haw. 323, 326, 876 P.2d 1291, 1294 (1994) (citations omitted); *see Officers for Justice v. Civil Serv. Comm'n of City & County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982) (“Although Rule 23(e) is silent respecting the standard by which a proposed settlement is to be evaluated, the universally applied standard is whether the settlement is fundamentally fair, adequate and reasonable.”) (citations omitted).

The extensive background of counsel in similar class action cases facilitated their assessment as to what a fair settlement would be for this case. Their opinion should provide this Court with assurance as to the reasonableness of the instant settlement. Moreover, three years of litigation preceded the settlement of this case. Class Counsel reviewed thousands of pages of documents and took three HRCF Rule 30(b)(6) depositions. *Faria Decl.* Electronic data was also reviewed and analyzed in order to calculate damages. *Id.* Plaintiff retained a well-known and respected banking expert and consulted with him throughout the data collection process. *Id.* Counsel also had numerous follow-up sessions before and after CPB's depositions were taken. *Id.* These factors demonstrate that this settlement was clearly reached as a result of good faith negotiations, with the benefits of knowing the strengths and weaknesses of the case.

Continuing litigation, including appeals, poses risks to both sides in this action. Defendant faced liability for treble damages if all defenses were overcome and would be required to pay a substantial sum in statutory attorneys' fees if they did not prevail on the claim. On the other hand, there was real risk to Plaintiff that this Court would consider entering summary judgment against them or deny class certification. Thus, the Class members faced the risk of recovering nothing.

This case brought a number of complicated legal issues involved in this case that could have led to an appeal and years of additional delay before recovery to the Class. Despite these risks, under the terms of the settlement, class members will receive compensation this year for the losses that they have suffered. Consequently, the proposed settlement is fair to the Class.

C. The Recommendation of Experienced Counsel Heavily Favors Approval of the Settlement Agreement

The Settlement Agreement was negotiated by experienced counsel on all sides from well-recognized firms. It meets all legal criteria set and is fundamentally fair, adequate and reasonable. Under the terms of the settlement, claiming class members will receive their proportionate share of the damages from the net settlement proceeds.

Plaintiff's counsel is highly experienced in similar litigation and settlement negotiation. Brandee J.K Faria has handled in excess of 30 class actions on behalf of more than 300,000 consumers, yielding settlements or verdicts in excess of \$40,000,000.00. *Faria Decl.* Ms. Faria is an experienced Martindale Hubbell "AV" rated attorney and capable civil litigator, with significant litigation background and an emphasis in class action cases. *Id.*

Plaintiff's counsel is therefore demonstrably experienced in representing class members. See *Specialty Cabinets & Fixtures v. Am. Equitable Life Ins.*, 140 F.R.D. 474, 476 (S.D. Ga. 1991)). Plaintiff's

counsel is thus well versed in the law in this area. Their experience in this area provided the putative class members with a high degree of expertise. Plaintiff's counsel used the knowledge derived from these other cases in determining what would be a fair settlement for Plaintiff in this case.

Where, as here, a proposed class settlement has been reached after negotiation conducted by capable counsel, it is presumptively fair. *See M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 822 (D. Mass. 1987). Only a limited inquiry into the merits and potential outcomes is justified in this situation. *See Officers for Justice*, 688 F.2d at 625.

D. The Reaction of the Class Supports Approval of the Settlement Agreement

Pursuant to the Court's order, notice of the proposed settlement was sent by United States mail to all known class members. To date, only 2 (two) Class Members out of the 5,844 have opted out and none have objected. *Faria Decl.* The class administrator is undertaking ongoing efforts to locate the addresses of all class members and a declaration setting forth their efforts will be filed in advance of the hearing on the instant Motion. *Id.* The existing lack of objection and *de minimus* opt out rate as to the proposed settlement amounts to an overwhelming endorsement of the settlement by the affected Class members.

As described in the notice to class members, the settlement funds will be distributed in proportion to the amount of wrongful NSF Fees class members paid during the class period. Once the opt-out period has passed, the administrator will prepare a declaration including a spreadsheet identifying the total amount payable to each class member which will be filed with the Court. For these reasons and those that follow below, the Settlement Agreement should be finally approved.

VI. THE SETTLEMENT MERITS FINAL APPROVAL

A. Final Approval of the Settlement is Appropriate

The Court in *Kamaunu* established that "the law favors the resolution of controversies through compromise or settlement rather than by litigation." *Kamaunu*, 99 Hawai'i at 507, 57 P.3d 428, 432 (2002) (citing *Sylvester v. Animal Emergency Clinic*, 72 Haw. 560, 566, 825 P.2d 1053, 1056 (1992)). A court should approve a settlement if it "is fundamentally fair, adequate and reasonable." *Torrissi*, 8 F.3d 1370, 1375 (internal question marks omitted); *accord In re Mego Fin. Corp. Sec Litig.*, 213 F.3d 454, 458 (9th Cir. 2000) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir 1998)).

Here, it is the opinion of Class Counsel that the proposed Settlement is not only fair and adequate, but an excellent result for the Class. *Faria Decl.* Before agreeing to the proposed settlement on behalf of the class, Plaintiff's counsel thoroughly considered such factors as the substantial benefits provided by the Settlement and the considerable risk, uncertainty, and delay of continued litigation at both the Federal court level and on appeal. They concluded that it was fair, reasonable and adequate and in the best interests

of the class. *Faria Decl.* Consequently, Class Counsel now recommends that the Settlement be granted final approval. *Faria Decl.*

B. Final Certification of the Settlement Class is Proper and Should be Granted

The proposed Settlement contemplates the certification of a settlement class for settlement purposes only. Although the parties have agreed to the certification of the class for settlement purposes, the Court nonetheless must find the proposed class is appropriate for certification pursuant to HRCF Rule 23(a). Under HRCF Rule 23(a), there are four requirements for class certification. *See also Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997) (settlement class must be certifiable under Rule 23). Additionally, at least one of the alternate requirements of HRCF Rule 23(b) must also be met. The requirements of HRCF Rule 23(a) and the alternate requirements of HRCF Rule 23(b) are covered in detail below.

As this Court recognized in its Preliminary Approval Order, the proposed Settlement Class meets all the requirements of Rule 23(a), as well as those of Rule 23(b)(3).

1. The proposed class meets the requirements of Rule 23(a)

To be certified, a class must satisfy HRCF 23(a)(1) through the prerequisites of numerosity, commonality of questions of fact or law, typicality of the claims of the Class Representatives and Class Members, and fair and adequate representation by counsel and class representatives. The proposed Class meets each of these requirements.

a. Numerosity

Rule 23(a)(1) requires that the class be so numerous that the joinder of all members would be impracticable. *Life of the Land v. Burns*, 59 Haw. 244, 254, 580 P.2d 405, 411 (1978). In Hawai'i, the numerosity requirement has been satisfied with as few as thirteen potential class members. *Life of the Land*, 59 Haw. at 254, 580 P.2d at 411; *see also Life of the Land v. Land Use Commission*, 63 Haw. 166, 182, 623 P.2d 431, 444 (1981). Here, the Class consists of 5,844 individuals who were customers of Defendant and who fall within the class definition, satisfying the numerosity requirement.

b. Commonality

HRCF Rule 23(a)(2) requires that there are questions of law or fact common to the class. A question is considered common when it arises from a common nucleus of operative facts, even though underlying facts of the case may fluctuate over the entire class period and vary among the individual class members. *In re Asbestos School Litigation*, 104 F.R.D. 422 (E.D. Pa. 1984), *affd in part, vacated in part*, 789 F.2d 996 (3rd Cir. 1986), *cert denied*, 479 U.S. 852 (1986); *Bowling v. Pfizer, Inc.*, 143 F.R.D. 141 (S.D. Ohio 1992) (Defendants' conduct arose out of a singular nucleus of fact and law); *Newberg on Class*

Actions, §3.10, at 154 (4th ed. 2002).

Here, questions of law and fact are common to the class in this case. The underlying factual background is identical for all class members. All class members are past and present customers of Central Pacific who during the Class Period, paid Multiple NSF Fees on the same item. Each Class Member's claim also presents the same questions of law: (1) whether the conduct at issue violates HRS Chapter 480, and (2) how much damages each Class member suffered and the appropriate amount of compensation they should be awarded. All questions of fact and law are common amongst class members and the Class satisfies this requirement of HRCR Rule 23.

c. Typicality

The HRCR Rule 23(a)(3) typicality requirement is satisfied "whenever there are co-extensive interests on the part of the representatives that are not antagonistic to the interests of the absentees." *See Buchholz v. Swift & Co.*, 62 F.R.D. 581 (D. Minn. 1973). In other words, the claims of the representative must be typical of the claims of the class as a whole." *Gurrobat v. HTH Corporation*, 133 Hawai'i 1, 14 (2014) (citing *Kemp v. State of Hawai'i Child Support Enforcement Agency*, 111 Hawai'i 367, 385, 141 P.3d 1014, 1032 (2006)). Here the representative Plaintiff's claims arise from the same course of conduct as all the other putative Class members' claims. There is therefore no conflict between Plaintiff's claims and those of the Class, thus, the Class satisfies the typicality requirement.

d. Adequacy of Representation

The fourth requirement of HCRP Rule 23(a) is satisfied where "the representative part[y] will adequately protect the interests of the class" and class counsel is able to prosecute the action vigorously on behalf of the Class. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998); *In re THQ*, 2002 U.S. Dist. LEXIS 7753 at 20. (2002). As stated by the United States Supreme Court in *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-26 (1997) (internal citation omitted):

The adequacy inquiry under Rule 23(a)(4) serves to uncover conflicts of interest between named parties and the class they seek to represent. '[A] class representative must be part of the class and "possess the same interest and suffer the same injury" as the class members.'

See 7A Wright, Miller & Kane § 1766, at 302-303 (stating that the "general standard is that the representatives must be of such character as to assure the vigorous prosecution or defense of the action so that the members' rights are certain to be protected.")

Here, the representative party will fairly and adequately protect the interests of the Class. As noted, the interests of the representative is coextensive and wholly compatible with those of the Class Members. *See Sosna v. Iowa*, 419 U.S. 393, 403 (1975) (finding that the requirement of adequacy of

representation was met because the interests of the Plaintiff did not conflict with those of the other class members.) Linda Robinson is actively pursuing her claims on behalf of herself and the Class as a whole, and is zealously seeking relief from and recompense for the damages wrongfully caused by Defendant. *Faria Decl.* There are no special circumstances which would prevent Plaintiff from acting in this representative capacity. *Id.*

There are also no conflicts between Class Counsel and the putative Class. *Id.* Plaintiff's legal team has prosecuted the action vigorously on behalf of Plaintiff and the putative Class. *Id.* As noted above, Plaintiff's counsel has a track record that shows they will fairly and skillfully prosecute this action with vigor on behalf of all class members. Attached hereto is a declaration attesting to the qualifications and experiences of the lawyers who have assumed primary responsibility as counsel for the Class. *Id.* Thus, the Class satisfies the adequacy of representation requirement.

2. The Proposed Class Meets the Requirements of HRCP 23(b)(3)

In addition to satisfying the prerequisites of HRCP 23(a) the proposed class also fulfills the Rule 23(b)(3) requirements of 1) predominance and 2) superiority. Rule 23(b)(3) provides that an action may be maintained as a class action if the prerequisites of subdivision (a) are satisfied, and if in addition:

the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The matters pertinent to these findings include: (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

As discussed below, the proposed Settlement Class satisfies these requirements.

a. Predominance

The Rule 23(b)(3) predominance requirement "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623, 117 S. Ct. 2231, 138 L.Ed.2d 689 (1997). When common questions are a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than an individual basis. *Hanlon*, 150 F.3d 1011, 1019-20.

In this case, common questions far outweigh any individual questions. The legal and factual issues in this case are common to all Class Members. As noted in the commonality discussion above, there are multiple issues of law and fact common to all of the Class Members. The essential claims arise out of

Defendant's uniform practice of charging Multiple NSF Fees on the same item without properly disclosing this practice to its customers. Each Class Member has suffered damages as a result of this uniform practice.

b. Superiority of a class resolution

Under Rule 23(b)(3), class certification is appropriate if a class action is superior to other available methods for the fair and efficient adjudication of the controversy. HRCF Rule 23 (b)(3). This test requires the court to compare the class action vehicle with other potential methods of litigation. Here, proceeding via class action in this matter is superior to any other method of litigation and by far the most efficient and economical means of adjudicating these claims.

First, certification of a class is a superior method of adjudication particularly where, as here, the individual claims are small, and private enforcement via class action serves the public interest.

Second, in assessing whether class certification is the "superior" method to adjudicate the litigation, Rule 23(b)(3) requires that the Court consider the desirability of proceeding via class action in contrast to allowing individual claims to proceed on their own, including an assessment of the difficulties in managing the dispute as a class action. As to these elements of the analysis, class certification is the preferred course to pursue. At least 5,844 current and former customers have been negatively affected by Defendant's standardized practices. The individual litigation of such a large number of claims would obviously consume a huge amount of judicial resources in trial courts in state and territorial courts across the country.

Damages are determinable by formula and will be determined on an individual basis using data provided by Defendant, thereby making class resolution the superior method.

C. The Proposed Settlement is Fair, Adequate and Reasonable

The Settlement in this case provides a significant recovery for Defendants' current and former service employees who make up the class. The Ninth Circuit has identified eight factors to be considered when determining whether a settlement agreement is fair, adequate and reasonable: (1) the strength of the Plaintiffs case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *Hanlon*, 150 F.3d at 1027; see also *Torrisi*, 8 F.3d at 1375-76 (citation omitted); accord *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998). Each of these *Hanlon* factors will be analyzed in turn.

1. The Proposed Settlement Terms Are Fair, Reasonable and Adequate in Relation to the Strength of Plaintiff's Case and Risks and Expense of Further Class Litigation

The first four *Hanlon* factors (the strength of the Plaintiff's case; risks and expenses of further litigation; risk of maintaining class action status; and amount offered in settlement) strongly support final approval of this settlement.

This case involves many complex legal issues. Continued litigation would require substantial additional pretrial preparation and expense, as Defendant has denied all liability. Plaintiff's counsel has successfully represented customers in similar cases, but many of these cases were appealed, sometimes all the way to the Hawai'i Supreme Court, dragging the litigation on for years. *Faria Decl.* One of Plaintiff's counsel's cases was filed in 2008, went to trial and then went up and down in the appellate courts, with class members not receiving any payment until 12 years after the Complaint was filed. *Id.* The expense, complexity, and time commitment associated with litigating this case to a verdict would undoubtedly be very high for both parties. Moreover, the process would require many hours of this Court's time and resources.

While Plaintiffs believe they have a strong case on the merits, they also are familiar with and appreciate the risks associated with continuing to litigate this case. This case depends primarily on legal theories that are in continual flux. In short, a victory at trial and after appeal is far from certain for the Class in this matter, and Class Counsel were required to evaluate the settlement amount in light of this reality.

Plaintiff faced the risk that the Court would grant summary judgment to the Defendant or decline to grant class certification. And even if the Court certified the class, there is no assurance that the certification would be maintained, as courts may exercise their discretion to re-evaluate the appropriateness of class certification at any time. Moreover, if Plaintiffs successfully navigated around these and other potential obstacles, they would still have to prevail at trial, and even that would not guarantee relief for the class. While Class Counsel is optimistic about the strength of the present case and other similar cases, they fully appreciate the risk of continuing to litigate the claims in this case.

The proposed settlement eliminates the significant risks of continued litigation while entitling class members to receive a *pro rata* distribution from the Settlement Fund. In contrast to prolonged litigation, class members will receive immediate relief if this *Motion* is approved. These substantial and timely benefits provided by the settlement are a significant factor weighing in favor of final approval.

2. Plaintiffs Completed Significant Investigation and Informal Discovery

Hanlon's fifth factor requires an analysis of the extent of discovery completed at the time of the settlement agreement. Plaintiffs had extensive knowledge of the merits of their claims and the defenses that would be asserted in this case. In addition to engaging in thorough investigation, informal discovery and communications with Defendant prior to negotiating the proposed settlement, the parties promulgated formal written discovery, including document requests and interrogatories. *Faria Decl.* Class Counsel reviewed thousands of pages of documents produced in that discovery process. Class Counsel worked closely with the banking expert to ensure that all appropriate protocols were followed to ensure that the data necessary was included in the information produced. *Id.* Class Counsel also took three depositions of key Bank employees. *Id.*

In sum, Class Counsel has a well-founded understanding of the merits of the case, as well as the litigation risks described above. Class Counsel also possessed well-founded views of the potential for, and likely amount of, any recovery prior to entering into the settlement currently before this Court. Such views have been confirmed by the work Class Counsel has done in confirmatory discovery. *Faria Decl.* The end result here vindicates the significant work Class Counsel did prior to agreeing to the settlement.

3. The Opinion of Experienced Counsel Supports Approval of the Settlement, Which Resulted from Arms-Length Negotiations

The sixth *Hanlon* factor requires that the experience and views of counsel support approval of the settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Class Counsel are experienced litigators in class actions and other complex civil litigation. *Id.* As explained above, Class Counsel is experienced in class actions and specifically has been actively involved in numerous bank fee cases. *Faria Decl.* As a result of this experience, Class Counsel were well-suited to evaluate and negotiate the settlement of this matter.

The settlement negotiations in this case were conducted by experienced litigators well-versed in class action litigation. *Id.* In short, this settlement is the product of extended and hard-fought negotiations, with skilled attorneys on both sides of the table. Because there is absolutely no hint or suggestion of fraud or collusion, this factor weighs strongly in favor of final approval.

Before agreeing to the proposed settlement on behalf of the class, Class Counsel thoroughly considered such factors as the substantial benefits provided by the Settlement and the considerable risk, uncertainty, and delay of continued litigation. They concluded that it was fair, reasonable, and adequate and in the best interests of the class. *Faria Decl.* They now recommend that it be granted final approval.

4. The Settlement Class' Response Supports the Settlement

The final *Hanlon* factor focuses on the class members' responses to the settlement. The class

members' responses overwhelmingly support final approval. As of this filing, there have only been 2 (two) opt outs.

VII. CLASS COUNSEL'S FEE REQUEST IS REASONABLE UNDER HAWAII LAW

By engaging in aggressive and diligent litigation, which lasted three years, Plaintiff's Counsel have achieved a terrific result for the settlement class. Plaintiff's Counsel undertook significant risk in representing the class, and has to date received no compensation for the hundreds and hundreds of hours it has expended on the case. *Faria Decl.* Plaintiff's Counsel now requests a reasonable and common fee award of \$ 219,873.03, which represents approximately 31.6% of the Value of the Settlement.

Hawai'i law on the compensation of attorneys is controlled in general terms by the Hawai'i Rules of Professional Conduct ("HRPC"), adopted by the Supreme Court of Hawai'i for the regulation and governance of attorneys practicing in that state. Rule 1.5 of the HRPC speaks directly to attorneys' fees and provides that "a lawyer's fees shall be reasonable." HRPC Rule 1.5(a).

Rule 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services;
- (8) whether the fee is fixed or contingent, and in contingency fee cases the risk of no recovery and the conscionability of the fee in light of the net recovery to the client;
- (9) the relative sophistication of the lawyer and the client; and
- (10) the informed consent of the client to the fee agreement.

The Rule sets forth a number of factors to be considered in determining the reasonableness of a fee, which in large part are consistent with the twelve factors set forth in the 5th Circuit's seminal opinion in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974), and adopted by the 9th Circuit in 16. The factors consist of:

- (1) the time and labor required,
- (2) the novelty and difficulty of the questions involved,
- (3) the skill requisite to perform the legal service property,
- (4) the preclusion of other employment by the attorney due to acceptance of the case,
- (5) the customary fee,

- (6) whether the fee is fixed or contingent,
- (7) time limitations imposed by the client or the circumstances,
- (8) the amount involved and the results obtained,
- (9) the experience, reputation, and ability of the Attorney's,
- (10) the "undesirability" of the case,
- (11) the nature and length of the professional relationship with the client, and
- (12) awards in similar cases.

Kerr, 526 F.2d at 70.

Every one of the relevant factors in *Johnson* and *Kerr* supports Plaintiff's fee request. As set forth in the declaration of counsel, significant time and labor were required in this case. *Faria Decl.* The issues presented here were both novel and difficult, thereby demanding a high degree of skill and proficiency to litigate. Plaintiff's Counsel is both able and experienced in these types of cases. *Faria Decl.* Plaintiff's Counsel accepted this case on a contingency fee basis, undertaking significant risk. ~~And most importantly, Plaintiff's Counsel achieved a terrific result for the settlement class, which will receive over 100% of its best-cases damages in a case with significant legal risk.~~ The cash settlement fund does not include another significant benefit: the issuance of new and improved disclosures that clarify the Bank's true practice, allowing class members and all Hawai'i residents to compare bank policies and accounts with transparency. The Parties reasonably value this practice change at \$200,000, bringing the total Value of the Settlement to \$695,000.

Given the foregoing, an award of Attorneys' fees and costs to Class Counsel in the amount of 31.6% of the Value of the Settlement is reasonable considering both the amount of time expended by Class Counsel as well as the result achieved for the Class. To determine a reasonable fee, the twelve factors enumerated in *Johnson v. Highway Express*, 488 F.2d 714 (5th Cir. 1974) is considered in a three-step process:

- (1) Ascertain the nature and extent of the services supplied by the attorney;
- (2) Value the services according to the customary fee and quality of the legal work; and
- (3) Adjust the compensation on the basis of the other Johnson factors that may be of significance in the particular case.

Alberti v. Kelvenhagen, 896 F.2d 927 (5th Cir. 1990) (citing *Leroy v. City of Houston*, 831 F.2d 576, 583, n.11 (5th Cir. 1987), *cert. denied*, 486 U.S. 1008, 108 S. Ct. 1735 (1988)).

Courts generally favor awarding fees from a common fund based upon the percentage of the fund. As the Supreme Court has explained:

[T]his Court has recognized consistently that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable Attorneys' fee from the fund as a whole Jurisdiction over the fund involved in the litigation allows a Court to prevent . . . inequity by assessing proportionately among those

benefited by the suit.

Boeing Co. v. Van Gemert, 444 U.S. 472, 478 (1980) (citations omitted.)

Results-based pay helps “ensure faithful representation” of the class by “tether[ing] the value of an attorneys’ fees award to the value of the class recovery.” *In re HP Inkjet Printer Litig.*, 716 F.3d 1173, 1178–79 (9th Cir. 2013). “Result-based compensation provides a strong foundation for trust” by “giving the lawyer an interest in making the right call.” Charles Silver, *Due Process and the Lodestar Method: You Can’t Get There from Here*, 74 Tul. L. Rev. 1809, 1817–18 (2000). “A lawyer who stands to receive a share of every additional dollar paid to a client always has some incentive to prefer more to less.” *Id.*

Here, Class Counsel’s fee request of 31.6% of the Value of the Settlement is in line with or less than awards in similar bank-fee litigation across the country. *See, e.g., Lopez v. JPMorgan Chase Bank, N.A.*, No. 1:09-MD-02036-JLK (S.D. Fla.) (Awarding 44% of value of settlement, which included 30% of \$110 million cash fund and 30% of the value of practice changes); *Jacobs v. Huntington Bancshares Inc.* No. 11-cv-000090 (Lake County Ohio); (Awarding 40% of value of settlement, which included 40% of \$8.975 million and 40% of \$7 Million in debt forgiveness); *Farrell v. Bank of Am., N.A.*, 327 F.R.D. 422 (S.D. Cal. 2018), *aff’d sub nom. Farrell v. Bank of Am. Corp., N.A.*, 827 F. App’x 628 (9th Cir. 2020) (Awarding 40% of 37.5 million cash fund in part because of the value of the injunctive relief); *Wolfgeher v. Commerce Bank, N.A.*, No. 1:09-MD-02036-JLK (S.D. Fla.) (Dkt. 3574) (Awarding 38% of \$18.3 million common fund); *Nelson v. Rabobank, N.A.*, No. RIC 1101391 (Cal. Supr.) (Awarding 35.2% of the value of the settlement, which included the value of practice changes); *In re Checking Account Overdraft Litig.*, No. 1:09-MD-02036-JLK, 2020 WL 4586398 (S.D. Fla. Aug. 10, 2020) (Awarding 35% of \$7.5 million); *Morton v. GreenBank*, Case No. 1-135-IV (Davidson County Chancery Court, TN) (Awarding 35% of \$1,500,000.00); *Hawkins v. First Tennessee Bank, N.A.*, Case No. CT-004085-11 (Shelby County Circuit Court, TN) (Awarding 35% of \$16,750,000.00); *Swift v. BancorpSouth Bank*, Case No. 10-00090 (N.D. Fla.) (Awarding 35% of \$24,000,000.00); *Kelly v. Old National Bank*, Case No. 82C01-1012 (Vanderburgh Circuit Court, IN) (Awarding 40% of \$4,750,000.00).³

Plaintiff’s counsels’ request is reasonable particularly considering the substantial benefits

³ It is appropriate to include the value of the injunctive relief in any calculation of the settlement’s value. *See Farrell v. Bank of Am. Corp., N.A.*, 827 Fed. Appx. 628, 631 (9th Cir. 2020) (“We do not struggle to conclude, as the district court did, that counsel ‘generated benefits’ far ‘beyond the cash settlement fund’”).

obtained for the class members. This is not a class action where individual class members will receive a meager award, or a coupon, as compared to the large fee requested by their counsel. Rather, each class member will receive a substantial, meaningful amount of the settlement fund, in many cases hundreds of dollars. In addition, in this case, all of the settlement fund will be distributed to class members or contributed to a *cy pres*. Under the agreement, there will be no reversion of unclaimed funds to the Defendant.

After the settlement was reached, Plaintiff's counsel undertook and completed all matters necessary to effectuate notice to the Class of this settlement, as well as all attendant matters related thereto. *Faria Decl.* Plaintiff's counsel prepared initial drafts of all notices, the claim form, and settlement documents, procured proposals and handled both the mailed, emailed and published notices, as well as coordinated with defense counsel as to all of the foregoing. *Id.* Plaintiff's counsel also drafted and filed the instant Motion. *Id.* Class counsel will also have to oversee the distribution process in coordination with the claims administrator which will also require additional resources without any additional compensation. *Id.* Substantial additional time will be required including finalizing and funding the settlement, continued discussions with those actively involved, including, class members, finalizing the HRCF Rule 23(f) report necessary to close the case, and dealing with all aspects of designating and transferring *cy pres* funds to the beneficiary. *Id.* It is estimated that if billed separately, the additional time required for all matters post entry of Preliminary Approval Order is in the \$20,000-\$27,000 range, depending upon the unforeseen contingencies that almost always arise. *Id.*

Given this precedent commonly approving up to 40% in similar bank fee class actions, and given that only two class members have objected to the fee award, Plaintiff requests an Order awarding \$ \$219,873.03 for attorneys' fees, or approximately 31.6% of the Value of the Settlement. *Exhibit "2"*

In addition, during the pendency of the litigation, Plaintiff's Counsel expended out-of-pocket costs that were reasonable and necessary. These costs included: expert fees of approximately \$10,500.00, incurred in order to allow Plaintiff to decipher and analyze the voluminous damage data produced by the Bank, filing, copying, deposition and other typical case expenses. *Faria Decl.* The total amount of these costs is \$13,582.57. *Id.*, *Exhibit "3"*. The administrator will be charging \$22,460.00 to pay for the administration of the case, for all of its work preceding notice, notice, following-up on bounced emails and mailed notices, distribution and subsequent follow-up. *Faria Decl.* Each of these costs were necessary to pursue the litigation properly on behalf of the class. *Id.*

A. THE REQUESTED SERVICE AWARD IS REASONABLE

Plaintiff requests a service award in the amount of \$5,000.00 for the named Plaintiff, Linda

Robinson, who participated in the litigation and assisted counsel in prosecuting it. Service awards have been routinely approved by the courts in class action settlements as a way of compensating class representatives who have lent their names and efforts to the prosecution of litigation on behalf of others.

The courts have also recognized that such payments can serve an important function in promoting class action settlements. *See Sheppard v. Consolidated Edison Company of New York, Inc.*, 2002 WL 2003206, *5-6 (E.D.N.Y. 2002) (collecting cases approving incentive payments). Courts in this circuit routinely approve such incentive payments. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000); *Trujillo v. City of Ontario*, 2009 WL 2632723, at *5 (C.D. Cal. 2009) (approving \$10,000 and \$30,000 incentive payments for sixteen named Plaintiffs); *Hughes v. Microsoft Corp.*, 2001 WL 34089697, at *13 (W.D. Wash. 2001) (approving \$27,000 incentive payments to named Plaintiffs); *Presley v. Carter Hawley Hale Profit Sharing Plan*, 2000 WL 16437, at *2 (N.D. Cal. 2000) (approving \$27,000 incentive payments to each of the two named Plaintiffs).

In this case, the named Plaintiff put herself on the line for the benefit of all other similarly impacted Bank customers. She provided extensive documentation supporting her claims and was involved in the litigation for over three years. The Court should approve the requested Service Award.

VIII. CONCLUSION

For the foregoing reasons Plaintiffs respectfully request that the Court GRANT the instant Motion and enter an order: Plaintiff LINDA ROBINSON, individually and on behalf of all others similarly situated. (the “Class”) as defined hereinafter, respectfully moves this Court for entry of the proposed order attached hereto: (1) determining that the Settlement is fair, adequate and reasonable, (2) finally certifying the Settlement Class for settlement purposes, (3) approving Plaintiffs’ fees, taxes and costs of \$219,873.03, (4) approving the class representative Service Award of \$5,000 as reasonable, and for (5) entry of Final Judgement.

DATED: Honolulu, Hawai’i, March 29, 2021.

/s/ Brandee J.K. Faria

BRANDEE J.K. FARIA

Attorney for Plaintiff Linda Robinson, individually
and on behalf of all others similarly situated.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LINDA ROBINSON, individually and on behalf of all others similarly situated,	)	Civil No. 19-1-0112-01 JPC
	)	(Class Action)
)	
Plaintiff,	)	DECLARATION OF BRANDEE J.K.
	)	FARIA
vs.)	
)	
CENTRAL PACIFIC BANK,)	
)	
Defendant.)	
)	

DECLARATION OF BRANDEE J.K. FARIA

I, BRANDEE J.K. FARIA, Esq., hereby state that:

1. I am above the age of 18 and am legally competent to testify to the fact below and so testify based upon personal knowledge.
2. I am an attorney at law at the Law Offices of Brandee J.K. Faria. I am counsel for Plaintiffs herein.
3. I make this declaration on the basis of personal firsthand knowledge. If called as a witness, I could and would readily and competently testify to all matters.
4. The size of the Settlement Class consists of 5,844 current and former Central Pacific Bank (“Central Pacific”, “Bank” or “Defendant”) of which only 2 (two) Class Members have opted out at this point in time.
5. Before this case was filed, I researched and investigated the practice at issue in this case: the assessment of multiple NSF fees on a single item.

6. The research effort required legal research, discussions with the Class Representative, and expert consultation to understand the bank fee practices.
7. After review of hundreds of pages of documents, including bank statements provided by the Class Representative and the operative disclosures, I began drafting the Complaint in this matter.
8. In January 2018, Plaintiff filed this Action, alleging that the Bank violates Hawaii's Unfair and Deceptive Practices Act, Hawai'i Revised Statutes Chapter 480 by charging multiple fees on the same item. Since the filing of the Complaint, the Parties have engaged in extensive discovery.
9. Defendant has produced over 1,400 documents comprising over 37,000 pages, which I reviewed. Defendant has responded to interrogatories propounded by Plaintiff.
10. Plaintiff has taken the depositions of three senior employees of Defendant pursuant to Hawai'i Rule of Civil Procedure 30(b)(6).
11. Plaintiff responded to Defendant's discovery requests November 1, 2019.
12. I also spent significant time seeking the data necessary to evaluate class-wide damages and class membership in this case.
13. I spent significant time evaluating what information would be critical in determining class membership and what data would be necessary to calculate each Settlement class member's respective damages.
14. I consulted with an expert regarding which data fields would be necessary for the analysis.
15. Over the course of many weeks, I worked with the Bank to ensure the correct data fields were evaluated.

16. On February 15, 2019, as a direct response to the Complaint, Defendant amended its account agreement and disclosures and its fee schedule to more comprehensively disclose the practice that is the basis of the Complaint.
17. I had substantially completed their motion for class certification and was preparing to file the same as of December 2020.
18. Since the Court granted preliminary approval on February 5, 2021, I have worked with the notice administrator to ensure notice was effectuated properly.
19. I have had to respond to inquiries from the administrator, mailer and subsequently class members who elected to contact the firm directly.
20. In addition, substantial additional time will be required including finalizing and funding the settlement, continued discussions with those actively involved, including, class members, finalizing the HRCF Rule 23(f) report necessary to close the case, and deal with all aspects of designating and transferring *cy pres* funds to the beneficiary.
21. It is estimated that if billed separately, the additional time required for all matters post entry of Preliminary Approval Order is in the \$20,000-\$27,000 range, depending upon the unforeseen contingencies that almost always arise.
22. In addition, during the pendency of the litigation, I expended out-of-pocket costs that were reasonable and necessary. These costs included: expert fees of approximately \$10,500.00, incurred in order to allow Plaintiff to decipher and analyze the voluminous damage data produced by the Bank, filing, copying, deposition and other typical case expenses.
23. The total amount of these costs is \$13,582.57.
24. Mailed and emailed notice was delivered to class members on March 1, 2021.

25. The administrator, CR Admin Solutions, cross checked all provided addresses with the National Change of Address (“NCOA”) database and existing class members were sent emails notifying them of the settlement and former account holders were sent mailed notices via USPS First Class mail
26. Due diligence was exercised to locate both bad email addresses mailed notices and whenever possible, notices were resent.
27. The initial email and mailed notices have reached a substantial majority of the Settlement Class and additional efforts are ongoing.
28. After the opt-out date and before the hearing on the instant Motion, I will be submitting a detailed declaration by the administrator setting forth their efforts and all relevant statistics associated with the success of the notice program.
29. I am highly experienced with class actions of this sort, in similar litigation and settlement negotiation, having handled in excess of 30 class actions on behalf of more than 300,000 consumers, yielding settlements or verdicts in excess of \$40,000,000.00. I have specifically been actively involved in numerous bank fee cases.
30. Electronic data provided by defendant was reviewed and analyzed in order to calculate damages.
31. Plaintiff retained a well-known and respected banking expert and consulted with him throughout the data collection process.
32. I have also had numerous follow-up sessions before and after CPB’s depositions were taken.
33. I am an experienced Martindale Hubbell “AV” rated attorney and capable civil litigator, with significant litigation background and an emphasis in class action cases.

34. It is my opinion that the proposed Settlement is not only fair and adequate, but an excellent result for the Class.
35. Before agreeing to the proposed settlement on behalf of the class, I thoroughly considered such factors as the substantial benefits provided by the Settlement and the considerable risk, uncertainty, and delay of continued litigation at both the Federal court level and on appeal. They concluded that it was fair, reasonable and adequate and in the best interests of the class.
36. Consequently, I now recommends that the Settlement be granted final approval.
37. Linda Robinson is actively pursuing her claims on behalf of herself and the Class as a whole, and is zealously seeking relief from and recompense for the damages wrongfully caused by Defendant.
38. There are no special circumstances which would prevent Plaintiff from acting in this representative capacity. Plaintiff's legal team has prosecuted the action vigorously on behalf of Plaintiff and the putative Class.
39. There are also no conflicts between me and the putative Class. As noted above, I have a track record that shows they will fairly and skillfully prosecute this action with vigor on behalf of all class members. Attached hereto is a declaration attesting to the qualifications and experiences of the lawyers who have assumed primary responsibility as counsel for the Class.
40. I have successfully represented customers in similar cases, but many of these cases were appealed, sometimes all the way to the Hawai'i Supreme Court, dragging the litigation on for years.
41. One of my cases was filed in 2008, went to trial and then went up and down in the appellate courts, with class members not receiving any payment until 12 years after the Complaint was filed.

42. In addition to engaging in thorough investigation, informal discovery and communications with Defendant prior to negotiating the proposed settlement, the parties promulgated formal written discovery, including document requests and interrogatories.
43. I have reviewed thousands of pages of documents produced in that discovery process. I worked closely with the banking expert to ensure that all appropriate protocols were followed to ensure that the data necessary was included in the information produced. I also took three depositions of key Bank employees.
44. I have possessed well-founded views of the potential for, and likely amount of, any recovery prior to entering into the settlement currently before this Court. Such views have been confirmed by the work I have done in confirmatory discovery.
45. The settlement negotiations in this case were conducted by experienced litigators well-versed in class action litigation.
46. Before agreeing to the proposed settlement on behalf of the class, I thoroughly considered such factors as the substantial benefits provided by the Settlement and the considerable risk, uncertainty, and delay of continued litigation. They concluded that it was fair, reasonable, and adequate and in the best interests of the class.
47. I undertook significant risk in representing the class and has to date received no compensation for the hundreds and hundreds of hours it has expended on the case.
48. I undertook and completed all matters necessary to effectuate notice to the Class of this settlement, as well as all attendant matters related thereto.
49. I prepared initial drafts of all notices, the claim form, and settlement documents, procured proposals and handled both the mailed, emailed and published notices, as well as coordinated with defense counsel as to all of the foregoing.

50. I also drafted and filed the instant Motion, as well as having to oversee the distribution process in coordination with the claims administrator which will also require additional resources without any additional compensation.
51. The administrator estimates that they will be charging \$22,460.00 to pay for the administration of the case, for all of its work preceding notice, notice, following-up on bounced emails and mailed notices, distribution and subsequent follow-up. Each of these costs were necessary to pursue the litigation properly on behalf of the class, and designating and transferring *cy pres* funds to the beneficiary.
52. Attached hereto as Exhibit “1” is a true and correct copy *Amended Stipulation and Order: (1) Preliminarily Approving Class Action Settlement Agreement (2) Approving Form Of Notice (3) Establishing Objection Deadline (4) Directing Dissemination Of Notice, And (5) Scheduling “Final Fairness Hearing” Of Settlement Between Plaintiffs And Defendants; Exhibits 1 And 2; Certificate Of Service*, which was approved and filed by the Court of February 9, 2021 (Dkt. 47).
53. Attached hereto as Exhibit “2” is a true and correct copy of a Proposed *Order Granting Plaintiffs’ Motion and Defendant’s Joinder In Plaintiffs’ Motion For Final Approval Of Settlement Agreement, For Approval Of Counsel’s Fees And Costs, And Service Award To The Class Representative*.
54. Attached hereto as Exhibit “3” is a true and correct copy of The Law Offices of Brandee J.K. Faria’s Case Costs.

DATED: Honolulu, Hawai’i, March 29, 2021.

/s/ Brandee J.K. Faria

BRANDEE J.K. FARIA

EXHIBIT 1

BRANDEE J.K. FARIA #6970

**Electronically Filed
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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

) Civil No. 19-1-0112-01 JPC
, (Class Action)

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AMENDED STIPULATION AND ORDER: (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AGREEMENT (2) APPROVING FORM OF NOTICE (3) ESTABLISHING OBJECTION DEADLINE (4) DIRECTING DISSEMINATION OF NOTICE, AND (5) SCHEDULING “FINAL FAIRNESS HEARING” OF SETTLEMENT BETWEEN PLAINTIFFS AND DEFENDANTS; EXHIBITS 1 AND 2; CERTIFICATE OF SERVICE

)

)

) Judge: Hon. Jeffrey P. Crabtree

) Trial Date: October 18, 2021

)

**AMENDED STIPULATION AND ORDER : (1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT AGREEMENT (2) APPROVING FORM OF NOTICE (3)
ESTABLISHING OBJECTION DEADLINE (4) DIRECTING DISSEMINATION OF
NOTICE, AND (5) SCHEDULING “FINAL FAIRNESS HEARING” OF SETTLEMENT
BETWEEN PLAINTIFFS AND DEFENDANTS**

Plaintiff LINDA ROBINSON, individually and on behalf of all others similarly situated in this class action, and Defendant CENTRAL PACIFIC BANK , through their respective undersigned counsel, requests that the Court may, upon its review and in the exercise of its judgment and discretion, HEREBY enter the instant *Stipulation and Order: (1) Preliminarily Approving of Class Action Settlement Agreement, (2) Approving Form Of Notice, (3) Establishing Objection Deadlines, (4) Directing Dissemination Of Notice, And (5) Scheduling “Final Fairness Hearing Of Settlement Between Plaintiffs and Defendant Central Pacific Bank.*

In support hereof, attached hereto as Exhibit “1” is a true and correct copy of the *Settlement Agreement and Release* and the proposed notice. Attached hereto as Exhibit “2” is a true and correct copy of the proposed Settlement Timetable setting forth all the applicable deadlines and the final fairness hearing.

The Court, having considered the Stipulation and Order: (1) Preliminarily Approving Class Action Settlement Agreement, (2) Approving Form of Notice, (3) Establishing Objection Deadline, (4) Directing Dissemination of Notice, and (5) Scheduling Final “Fairness Hearing” of Settlement Between Plaintiffs and Defendants (the “Stipulation”), and the records and files in this action, and being otherwise fully advised in the premises, orders, adjudges and decrees, pursuant to Hawai’i Rules of Civil Procedure, Rule 23, that:

1. This Court has jurisdiction over the claims at issue and the parties involved in this action.
2. The Class Action Settlement Agreement (“Settlement Agreement”) between and among the Plaintiffs, LINDA ROBINSON, individually and on behalf of all others similarly situated in this Class Action, and CENTRAL PACIFIC BANK (“Defendant”) is

incorporated fully herein by reference and attached as Exhibit “1” to the Parties

Stipulation. The definitions used in the Settlement Agreement are adopted for use herein.

3. This Court has been advised by counsel for the Parties that the Settlement Agreement has been reached between and among the Class Representative, individually and for and on behalf of the Class, Class Counsel for and on behalf of the Class, and Defendant, independently.
4. The Court has reviewed the Settlement Agreement proposed by the Parties, finds that it is without obvious deficiencies, and that is sufficiently fair, adequate, and reasonable to warrant providing notice to the Class of its terms. The Settlement Agreement is hereby preliminarily approved as sufficiently fair, adequate, and reasonable to warrant providing notice to the Class of its terms.
5. The Settlement Agreement appears to have been the product of arms-length negotiation between the Parties and appears to have been made in good faith.
6. The prerequisites for a class action under Hawaii Rules of Civil Procedure, Rule 23(a) and (b)(3) have been preliminarily satisfied in that (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the class representatives are typical of the claims of the Class within the Settlement Class they seek to represent; (d) the class representatives will fairly and adequately represent the interest of the Settlement Class; (e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Members of the Settlement Class and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
7. Accordingly, the following Settlement Class is conditionally certified, in accordance with HRCF, Rule 23:

All past and present users who have or had a checking account with Central Pacific Bank (“Defendant”) who, on and after January 18, 2015 and February 15, 2019, were charged an eligible insufficient funds fee (“NSF”).

8. For settlement purposes only, Plaintiff Linda Robinson is hereby approved as appropriate class representative and the following counsel are hereby approved as appropriate, qualified, and competent Class Counsel:

Brandee J. K. Faria Esq.
The Law Offices of Brandee J. K. Faria,
LLLC
841 Bishop Street, Suite 505
Honolulu, Hawaii 96813

9. Defendant has compiled a list of all members in the Settlement Class from its records of transactions. There are 5,844 members of the Settlement Class. Although Defendant has attempted to eliminate having the same individual appear twice, a small portion of those 5,844 members may be a single individual who is on the list twice. There are 14,612 transactions in which Eligible NSF Fees were charged, and the total amount of Eligible NSF Fees collected for those transactions is \$442,452.
10. The Mailed Notice, attached to the Parties’ Stipulation as Exhibit “2,” is constitutionally adequate and is hereby approved. The Notice contains all of the essential elements necessary to satisfy the requirements of Hawai’i state law and state due process provisions, including the Class definition, the identities of the Parties and their counsel, a summary of the terms of the proposed settlement, benefits to class members, the amount of attorney’s fees that may be requested, the claims being released, and information regarding the manner in which requests for exclusion or objection may be submitted. The Notice informs Class Members of opt-out and objections procedures and deadlines, and of the date and location of the final “Fairness Hearing” of the settlement. The plan for dissemination of

Notice also satisfies due process and all requirements of state law and constitutes the best practical notice under the circumstances of this case.

11. The Court sets the following schedule for the final fairness hearing and the actions which must precede it. All such dates shall be identified in the Notice, and the Notice at Exhibit 1 may be updated to reflect these dates:

- a. Dissemination of Class Notice shall begin by 03/01/2021, as set further in the Settlement timetable, attached hereto as Exhibit “2”.
- b. Settlement Class members must file any objections and must submit any requests for exclusion by no later than forty (40) calendar days after the Settlement Notices are initially mailed to the Settlement Class.
- c. The Class shall file their *Motion for Final Approval and Motion for Attorney’s Fees, Costs and Expenses, and for Incentive Awards* no less than 18 days before the Final Approval Hearing.
- d. The Final “Fairness Hearing” will take place on 05/26/2021 at 9:00 am. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.
- e. The final “Fairness Hearing” and all dates provided herein may from time to time and without further notice to the Class be continued or adjourned by order of the Court.

12. A Settlement Class Member wishing to make a request for exclusion from the Settlement Class shall mail the request in written form, by first class mail, postage prepaid, and postmarked by the date specified herein, to the address specified in the Notice. Such request for exclusion shall clearly indicate:

- a. The Class Member’s full name, address, and telephone number;

- b. A short statement that the class member to be excluded from the Class Action Settlement;
 - c. The Class Member's signature.
- 13. Any member of the Settlement Class who is not excluded from the Settlement Class and who objects to the approval of the proposed settlement must mail or hand-deliver a written objection to the Settlement to Class Counsel at the address set forth in the Class Notice. Each objection must include the following:
 - a. The name of this Action, which is *Robinson v. Central Pacific Bank*, Civil No. 19-1-0112-01 JPC;
 - b. Printed or typed full name, address, and telephone number;
 - c. All grounds for objection accompanied by any legal support for the objection known;
- 14. Any Class Member who does not submit a timely Objection in complete accordance with this Order, the Class Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid Objection to the Settlement.
- 15. Any Class Member who wishes to appear at the Court Approval Hearing, whether pro se or through counsel, must, within the time set by the Court, mail, or hand-deliver to the Court a notice of appearance in the Action, take all other actions or make any additional submissions as may be required in the Class Notice or as otherwise ordered by the Court, and mail the notice and other pleadings to Class Counsel as provided in the Class Notice. No Class Member shall be permitted to raise matters at the Court Approval Hearing that the Class Member could have raised in an Objection but failed to do so.
- 16. The Settlement Agreement is not and shall not be deemed to be an admission or evidence of any violation of any state or federal statute or law or of any liability or wrongdoing, or of the truth of any of the claims or allegations contained in the Complaint, or any other

pleading, and the evidence shall not be used directly, or indirectly, in whole or in part, in any way, whether in the action or in any other action or proceeding of whatever nature or kind. The provisions of this paragraph do not apply to the Notices referenced in the Settlement Agreement.

17. If the Settlement Agreement does not become effective in accordance with the Settlement Agreement, or if the Settlement Agreement is not finally approved, or if the Settlement agreement is canceled, terminated, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated.

IT IS SO ORDERED

DATED: HONOLULU, HAWAI'I, February 9, 2021

/s/ Jeffrey P. Crabtree



THE HONORABLE Jeffrey P Crabtree
JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:

/s/ Nickolas A. Kacprowski

NICKOLAS A. KACPROWSKI

Counsel For CENTRAL PACIFIC BANK

Robinson, et al., individually and on behalf of all others similarly situated, v. Central Pacific Bank;
Civil No. 19-1-0112-01 JPC; Stipulation and Order: (1) Preliminary Approving Class Action Settlement
Agreement, (2) Approving Form of Notice, (3) Establishing Objection Deadline, (4) Directing
Dissemination of Notice, and (5) Scheduling "Final Fairness Hearing" of Settlement Between Plaintiffs
and Defendant.

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

Linda Robinson v. Central Pacific Bank,

In the Circuit Court of the First Circuit, State of Hawai'i

Case No. 19-1-0112-01 JPC

PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiff Linda Robinson (“Named Plaintiff”) and all those on whose behalf she is prosecuting this action who are in the settlement class defined below (each of them a “Plaintiff” and all of them “Plaintiffs” or “Class Member”), on the one hand, and defendant Central Pacific Bank (“Defendant”), on the other hand, as of the date executed below. All references in this Agreement to a “party” or the “parties” shall refer to a party or the parties to this Agreement.

RECITALS

A. On January 18, 2018, Named Plaintiff Robinson filed a putative class action complaint (the “Complaint”) entitled *Robinson v Central Pacific Bank*, in the Circuit Court of the First Circuit of the State of Hawai‘i. Named Plaintiff alleges claims for violations of Hawai‘i’s Unfair and Deceptive Practices Act, Hawai‘i Revised Statutes Chapter 480.

B. Since the filing of the Complaint, the Parties have engaged in extensive discovery. Defendant has produced over 1,400 documents comprising over 37,000 pages. Defendant has responded to interrogatories propounded by Named Plaintiff. Named Plaintiff has taken the depositions of three senior employees of Defendant pursuant to Hawai‘i Rule of Civil Procedure 30(b)(6).

C. On February 15, 2019, as a direct response to the Complaint, Defendant amended its account agreement and disclosures and its fee schedule to more comprehensively disclose the practice that is the basis of the Complaint. The Parties agree that this provides a benefit to the Plaintiffs. Nonetheless, it is not an admission on the part of Defendant that its prior disclosures were in any way misleading, deceptive, or inadequate.

D. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to or concede any of the allegations made in the Complaint other than as set forth in its Answer, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

E. Named Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

1. DEFINITIONS. In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Bar Date to Object” will be the date set by the Court as the deadline for Class Members to file an Objection, and shall be forty (40) days after the Notice Date.

(b) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out. The Bar Date shall be forty (40) days after the Notice Date.

(c) “Claims Administrator” shall mean the entity that will provide the notice and other administrative handling of this Settlement Agreement. A contract will be negotiated with the Claims Administrator that will provide for a fixed fee, such that the total fees of the Claims Administrator will be known as of the Effective Date.

(d) “Class Counsel” shall mean Law Offices of Brandee J.K. Faria.

(e) “Class Member” shall mean any individual who is in the Settlement Class.

(f) “Complaint” shall mean the Complaint filed on January 18, 2018.

(g) “Court” shall mean the Circuit Court of the State of Hawai‘i.

(h) “Defendant’s Counsel” shall mean Nickolas A. Kacprowski of Dentons US LLP.

(i) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(j) “Eligible NSF Fee” shall mean an NSF Fee (a/k/a “Returned Item Fee”) that is charged in a situation where a transaction is returned unpaid and an NSF Fee is assessed, and then another transaction for the same payment is submitted again, returned unpaid again, and another NSF Fee is assessed. Eligible NSF Fees shall include all NSF Fees after the initial NSF Fee, but not the initial NSF Fee. Eligible NSF Fees exclude any fees that have been uncollected and charged off, reversed, or refunded, to the extent that Defendant is able to reasonably identify such fees.

(k) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

(l) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(m) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(n) “Final Report” shall mean the report prepared by the Claims Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 9, below.

(o) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6, below.

(p) “Net Settlement Fund” shall mean the net amount of the Settlement Cash Fund after payment of court approved attorneys’ fees and costs, any court approved service award and the costs of Notice, and any fees paid to the Claims Administrator.

(q) “Notice” shall mean the notice to Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval/Notice Order (defined below) and shall refer to the form of Notice attached hereto as Exhibit 1.

(r) “Notice Date” shall mean the date the notice is sent to Class Members, as provided below.

(s) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 4 and 5, below.

(t) “Settlement Cash Fund” shall mean \$495,000 (four hundred and ninety-five thousand dollars) to be paid by Defendant under the terms of this Agreement.

(u) “Settlement Class” shall mean all individuals who incurred an Eligible NSF Fee during the time period January 18, 2015 to February 15, 2019.

2. CHANGE IN ACCOUNT DISCLOSURES. Effective February 15, 2019, Defendant changed its customer account agreement and other disclosures to more clearly disclose its practices regarding Eligible NSF fees, including the fact that such NSF fees will be charged in situations that form the basis of Named Plaintiff’s Complaint. The Parties agree that the change in disclosures provide a valuable benefit to the Settlement Class.

3. CLASS ACTION SETTLEMENT. Plaintiff shall propose and recommend to the Court that Settlement Class be certified, which class shall be comprised of the Class Members. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided,

however, that if a Final Approval Order is not issued or is reversed on appeal, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

4. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to file a motion seeking a Preliminary Approval/Notice Order by January 15, 2021. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification the Settlement Class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified Settlement Class, and the requirement that the Notice be given to the Class Members as provided in Section 5, below (or as otherwise determined by the Court).

5. NOTICE TO THE CLASS.

(a) Defendant will use reasonable efforts to prepare a confidential class list that contains (1) the names of all Class Members; (2) to the extent available, the last known addresses, emails, and telephone numbers of the all Class Members; (3) the amount and dates of Eligible NSF Fees each Class Member incurred; and (4) an indication of whether each Class Member is a current customer of Defendant, and if so, if the customer has agreed to receive notices regarding his/her account from Defendant electronically. Defendant will provide the confidential class list to Class Counsel and the Claims Administrator with ten (10) business days of the Preliminary Approval/Notice Order.

(b) The Claims Administrator shall send the Notice to all Class Members as specified by the Court in the Preliminary Approval/Notice Order.

(c) For those Class Members who are current customers of Defendant and have agreed to receive notices regarding their accounts from Defendant electronically, Defendant shall provide the Claims Administrator with the most recent email addresses it has for these Class Members. The Claims Administrator shall email the Notice to each such Class Member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Claims Administrator shall mail the Notice to the Class Member in the manner set for in Section 5(d).

(d) For those Class Members who are not current customers of Defendant or who have not agreed to receive electronic notices regarding their accounts from Defendant, the Notice shall be mailed to these Class Members by first class United States mail to the best available mailing addresses. Defendant shall provide the Claims Administrator with last known mailing addresses for these Class Members. The Claims Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address information, the Claims Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable, the Claims Administrator shall use standard skip tracing devices to obtain forwarding address information

and, if the skip tracing yields a different forwarding address, the Claims Administrator shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(e) The Notice shall also be posted on a settlement website created by the Claims Administrator.

(f) The Claims Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. A summary report of the Notice shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Claims Administrator regarding the Notice shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement, and shall not be used for any other purposes.

(g) The Notice shall be in a form approved by the Court and, substantially similar to the notice form attached hereto as Exhibit 1. The parties may by mutual written consent make non-substantive changes to the Notice without Court approval, including adjustments to the proposed dates in the Notice based on the Court's scheduling of the final approval hearing.

(h) All costs associated with publishing, mailing and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Claims Administrator's fees and costs shall be paid out of the Settlement Cash Fund.

6. MOTION FOR FINAL APPROVAL. On a date at least 18 days before the Final Approval Hearing Date Class Counsel shall file a Motion for Final Approval of this Agreement. Defendant will file a joinder to the Motion for Final Approval, after having an opportunity to review and agree on the motion and supporting papers before filing.

7. ENTRY OF JUDGMENT. The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

8. THE SETTLEMENT FUND AND DISTRIBUTION.

(a) Payments to Class Members. The Settlement Cash Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsels' fees and costs; (b) any service award payment to the Named Plaintiff; (c) costs associated with administering the Notice in accordance with Section 5, above, to the extent they are not already included in the fees of the Claims Administrator; and (d) any fees paid or agreed to be paid to the Claims Administrator for services rendered in connection with the administration process. Nothing in this Agreement will create any obligation whatsoever on the part of Defendant to pay anything in excess of the Settlement Cash Fund under any circumstance. For example, Defendant shall have no obligation to make any additional or further contributions to the

Settlement Cash Fund, even if the total amount of all alleged improper fees charged to the Class Members exceeds the value of the Net Settlement Fund. In the event a Final Approval Order is not issued, or is reversed on appeal, or this Agreement is terminated by either party for any reason, including pursuant to Section 15, Defendant will not be obligated to pay any part of the Settlement Cash fund.

(b) Within ten (10) business days of the Effective Date, Defendant will transfer the Settlement Cash Fund to the Claims Administrator, minus the amount withheld to be credited to the accounts of Class Members who are existing customers as of the Effective Date, as set forth in Section 8(v)(1) below, and also minus any fees or expenses of the Claims Administrator that were required to be paid prior to the Effective Date and were fronted by Defendant. All funds held by the Claims Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Claims Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

(i) Plaintiffs' Fees and Costs. Plaintiffs' reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Cash Fund twenty (20) business days after the Effective Date. Class Counsel shall apply for an award of attorneys' fees and costs of up to \$245,000, to be approved by the Court. Defendant agrees not to oppose an application for fees and costs of up to \$245,000. The effectiveness of this Agreement is not contingent upon the approval of the application for fees and costs of \$245,000 or any other amount requested by Class Counsel. Class Counsel shall file its application for fees and costs and provide the application on the settlement website no later than 14 days before the Bar Date to Object.

(ii) Service Award. Named Plaintiff may apply to the Court for a service award of up to \$5,000. Subject to the Court's approval, the service award shall be paid from the Settlement Fund twenty (20) business days after the Effective Date.

(iii) Claims Administrator's Fees. The Claims Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid within twenty (20) days after the Effective Date, except that Defendant may front any fees and costs required to be paid in advance by the Claims Administrator.

(iv) Amount of Payments to Class Members. Payments from the Net Settlement Fund shall be made to the class, and the payments to individual class members ("Individual Payments") shall be calculated as follows.

- (1) The amount of the Net Settlement Fund shall be divided by the total amount of Eligible NSF Fees, to determine the Percentage Recovery.
- (2) For each Class Member, the total Eligible NSF Fees for that Class Member will be multiplied by the Percentage Recovery. That will determine the Individual Payment for each Class Member.

(v) Procedure for Payments to Class Members. Individual Payments shall be made no later than twenty (20) business days after the Effective Date, as follows:

- (1) For those Class Members who are customers of Defendant at the time of the Effective Date, any checking or savings account they are then maintaining at Defendant, held by them individually, shall be credited in the amount of the Individual Payment they are entitled to receive.
- (2) For those Class Members who are not customers of Defendant at the time of the Effective Date, they shall be sent a check by the Claims Administrator at the address used to provide the Notice, or at such other address as designated by the Class Member. The Class Member shall have one-hundred eighty (180) days to negotiate the check. Any checks uncashed after one-hundred eighty (180) days shall be distributed pursuant to Section 12.

(vi) In no event shall any portion of the Settlement Cash Fund revert to Defendant.

(vii) In the event a class member cannot be located and he or she is entitled to \$400 or more, Plaintiff's counsel will employ a private investigator in an effort to ensure that the maximum number of class members receive the settlement proceeds to which they are entitled. The expense associated with these investigatory services typically ranges between \$100 and \$200 per member and given the amount of the settlement awards, is justified so as to get these proceeds to those entitled class members. The private investigator's costs will be deducted from the class members' share if they are located. If any class member is not located, the cost will be deducted from the residual cy pres fund before those funds are remitted to the designated beneficiary. The use of the private investigator shall not result in any additional costs or expenses to the Defendant. Any balance remaining following this distribution will be included in the cy pres award as set forth herein.

(viii) Due to settlement administration costs, disbursing payments of less than \$10.00 is not economically feasible. If any Settlement Class Member's *pro rata* share is less than \$10.00, that individual's share not be disbursed and will remain as part of the common fund to be

divided amongst all class members whose respective shares are greater than \$10.00 on a *pro rata* basis based on the amounts of their claims.

9. **FINAL REPORT TO THE COURT.** Within two hundred (200) days after the Effective Date (or such other date set by the Court), Class Counsel shall submit to the Court a Final Report, setting forth: (a) the amounts paid to Class Members by the Claims Administrator, (b) Any checks not cashed or returned; (c) the efforts undertaken to follow up on uncashed and/or returned checks; (d) the total amount of money unpaid to Class Members; and (e) the total amount of credits issued to Class Members by Defendant. Defendant shall provide a declaration under penalty of perjury setting forth the amount of the credits issued to Class Members.

10. **THE CLAIMS ADMINISTRATOR.**

(a) The Claims Administrator shall execute a retainer agreement that shall provide, among other things, that the Claims Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Claims Administrator by means of recognized data security measures, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Claims Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Claims Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Claims Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendants Counsel, or either of them, at their own cost, shall receive a complete copy of the Claims Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be subject to the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

(d) The Claims Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Cash Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Claims Administrator shall provide the data in its claims administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other Party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(f) Within one hundred ninety (190) days after the Effective Date or such other date as required by the Court, the Claims Administrator shall prepare a declaration setting forth the total payments issued to Class Members by the Claims Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Claims Administrator.

11. CY PRES PAYMENT. Subject to Court approval, within thirty (30) days after the Final Report, the total amount of uncashed checks, and residual amounts held by the Claims Administrator at the time of the Final Report, shall be paid by the Claims Administrator to Aloha United Way, or to any alternative organization approved by the Parties and the Court.

12. OPT-OUTS.

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to Class Counsel. Class Counsel will provide copies of opt out letters to the Claims Administrator and Defendant's counsel. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Agreement, and shall be signed and dated.

(b) The Class Counsel shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and the Claims Administrator at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. Class Counsel shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). Class Counsel shall make the original Exclusion Letters available to the Claims Administrator, Defendant's Counsel and/or the Court upon two (2) court days' written notice.

13. OBJECTIONS.

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to Class Counsel. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

(c) Class Counsel shall file any objections and responsive pleadings at least three (3) days prior to the Final Approval Hearing Date.

14. GENERAL RELEASE. Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of herself and each of the Class Members, hereby releases and forever discharges Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Named Plaintiff and Class Members who do not opt out have, own or hold as of the date of this Agreement against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Complaint, including claims relating to any overdraft and/or nonsufficient funds fees assessed against said class members. This Release shall operate as a complete bar to any suit on the claims released. Named Plaintiff and Class Members covenant not to sue on the claims released in this Section.

15. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 4 above;

(ii) The Court has entered the Final Approval Order as required by Sections 6 and 7 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 15(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 15 within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 15(c) immediately above, or fails to become effective in accordance with Sections 15(a) and/or (b)

immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

16. REPRESENTATIONS.

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiff, on behalf of the Class Members, represents that she has made such inquiry into the terms and conditions of this Agreement as she deems appropriate, and that by executing this Agreement, she, based on Class Counsel's advice, and her understanding of the case, believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiff represents that she has no knowledge of conflicts or other personal interests that would in any way impact her representation of the Class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

17. FURTHER ASSURANCES. Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

18. APPLICABLE LAW. This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Hawai'i.

19. NO ORAL WAIVER OR MODIFICATION. No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

20. ENTIRE AGREEMENT. This Agreement, including the exhibit attached hereto, constitutes the entire agreement made by and between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. The Parties expressly disclaim having relied on any representation not contained in this agreement. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

21. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

22. SEVERABILITY. In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

23. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. This Agreement will be fully executed upon the exchange of all signed counterparts, and that date will be consider the date of this agreement. Facsimile and pdf signature pages and signature pages through DocuSign shall have the same force and effect as original signatures.

24. NOTIFICATION. Any notice to be given to Class Counsel and/or Named Plaintiff shall be sent by email as follows:

Brandee J.K. Faria
Law Offices of Brandee J.K. Faria
841 Bishop Street, Suite 1000
Honolulu, HI
96813

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Nickolas A. Kacprowski
Dentons US LLP
1001 Bishop Street, Suite 1800
Honolulu, Hawaii 96813-3689
Phone No.: (808) 524-1800
nick.kacprowski@dentons.com

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: December __, 2020

Central Pacific Bank

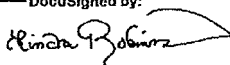
By: _____

Its: _____

Dated: December 29, 2020

Linda Robinson, an individual on behalf of
himself and those he represents

By: _____

DocuSigned by:

1B0F85AA34524UD...

Linda Robinson

APPROVED AS TO FORM:

Dated: December __, 2020

DENTONS US LLP
Nickolas A. Kacprowski

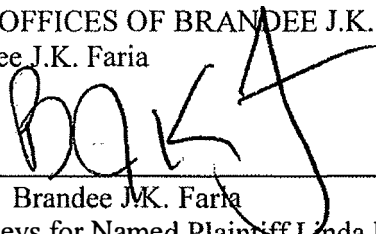
By: _____

Nickolas A. Kacprowski
Attorneys for Defendant Central Pacific Bank

Dated: December 29, 2020

LAW OFFICES OF BRANDEE J.K. FARIA
Brandee J.K. Faria

By: _____


Brandee J.K. Faria
Attorneys for Named Plaintiff Linda Robinson

Dated: December 12/30/2020 | 9:23:43 AM, HAST
Central Pacific Bank

By: David Morimoto
David Morimoto

Its: EVP & CFO

Dated: December __, 2020

Linda Robinson, an individual on behalf of
himself and those he represents

By: _____
Linda Robinson

APPROVED AS TO FORM:

Dated: December 30, 2020

DENTONS US LLP
Nickolas A. Kacprowski

By: Nickolas A. Kacprowski
Attorneys for Defendant Central Pacific Bank

Dated: December __, 2020

LAW OFFICES OF BRANDEE J.K. FARIA
Brandee J.K. Faria

By: _____
Brandee J.K. Faria
Attorneys for Named Plaintiff Linda Robinson

EXHIBIT 1

Linda Robinson
v.
Central Pacific Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

YOU ARE NOT BEING SUED!!

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!**

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH CENTRAL
PACIFIC BANK ("DEFENDANT") AND YOU WERE CHARGED MORE
THAN ONE INSUFFICIENT FUNDS (A/K/A NSF OR RETURNED ITEM)
FEE ON ONE PAYMENT BETWEEN JANUARY 18, 2015 AND
FEBRUARY 15, 2019, THEN YOU MAY BE ENTITLED TO A PAYMENT
FROM A CLASS ACTION SETTLEMENT**

The Circuit Court of the State of Hawai'i has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
APPROVE THE SETTLEMENT AND RECEIVE A PAYMENT; YOU NEED NOT DO ANYTHING	Unless you exclude yourself from the settlement (see the next paragraph), then you will receive a check or a credit to your account (depending on whether you are still a customer of Central Pacific Bank.)
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the settlement or "opt out." This means you choose not to participate in the settlement. You will keep your individual claims against Central Pacific Bank but you will not receive a payment. If you exclude yourself from the settlement but want to recover against Central Pacific Bank, you will have to file a separate lawsuit or claim.

OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, then you will receive a payment and you will not be able to sue Central Pacific Bank for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.
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These rights and options – ***and the deadlines to exercise them*** – along with the material terms of the settlement are explained in this Notice.

The following is the projected schedule for key dates regarding the settlement. These are subject to change. Please check the settlement website for the latest updates.

Date	Date methodology	Event
2/5/21	Submit to Court	Submit <i>Stipulation Regarding Entry of Order: Proposed Notice, and Timeline</i>
2/15/21	After Stipulation submitted to Court	<i>Order Approving Stipulation for Preliminary Approval</i>
3/1/21	After Preliminary Approval is granted	<i>Disseminate Notice</i>
~4/12/21	Approximately 40 days after mailed notice is sent	<i>Objection deadline and opt out deadline</i>
~5/7/21	At least 18 days before the hearing on the Motion for Final Approval of Settlement	<i>File Motion for Final Approval of Settlement; Motion for Approval of Attorney Fees and Costs</i>
~5/18/21	Not less than 8 days before hearing on the Motion for Final Approval of Settlement	<i>Objector to file notice of intent to appear and oppose settlement. Defendant to file joinder to motion for final approval and statement of no objection to approval of fees and costs.</i>
~5/21/21	At least 3 days before hearing on the Motion for Final Approval of Settlement	<i>Reply brief to any objections.</i>
5/26/21 @ 9 am	At least 60 days after mailed notice is sent	<i>Hearing on Motion for Final Approval of Settlement and Approval of Fees and Costs; Enter Order Granting Motion for Final Approval of Settlement, and Judgment entered.</i>

Date	Date methodology	Event
~6/28/21	31 days after Final Judgment and Order of Dismissal is filed.	<i>Appeals period runs; payments to class members, class representative and class counsel to be made within 20 business days if there are no appeals. If there are appeals, the payments will be delayed.</i>

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *Linda Robinson v. Central Pacific Bank*, Case No. 19-1-0112-01 JPC, in the Circuit Court of the First Circuit, State of Hawai'i. The case is a "class action." That means that the "Named Plaintiff," Linda Robinson, is an individual who is acting on behalf of a group of people, also called a "class." The group is individuals who are customers of the bank who were charged NSF Fees (a/k/a "Returned Item Fees" of "Insufficient Funds Fees") in a situation where a customer's transaction is returned unpaid and an NSF Fee is assessed, and then another transaction for the same payment is submitted again, returned unpaid again, and another NSF Fee is assessed.

The Named Plaintiff claims that the bank's disclosures did not disclose that more than one NSF Fee would be charged in that situation and are therefore deceptive or misleading. The Named Plaintiff claims that when she makes a payment, for example to her credit card, that is one transaction and the bank's disclosures provide that there will only be one NSF fee. The Named Plaintiff claims that the bank's disclosures violated Hawaii's Unfair and Deceptive Practices Act. The Named Plaintiff is seeking a refund of alleged improper fees charged to Class Member accounts.

Central Pacific Bank does not deny it charged the NSF fees but contends it did so properly and in accordance with the terms of its agreements and applicable law. Central Pacific Bank maintains that its practices were and now are proper and properly disclosed to its customers, and therefore denies that its practices give rise to claims for damages by the Named Plaintiff or any Class Member.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Central Pacific Bank's records indicate that you were charged with one or more Eligible NSF Fees. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiff's lawyers' job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, these lawyers, known as Class Counsel, make this recommendation to the Named Plaintiff. The Named Plaintiff has the duty to act in the best interests of the class as a whole and, in this case, it is her belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Central Pacific Bank's disclosures were deceptive regarding the NSF Fees at issue, and even if they were, there is uncertainty about whether the claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiff were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation.

While Central Pacific Bank disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received this notice, then Central Pacific Bank's records indicate that you are a Class Member who is entitled to receive a payment or credit to your account.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive a payment according to the terms of this settlement; (2) exclude yourself from the settlement ("opt out" of it); or (3) participate in the settlement but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

To participate in the settlement, you need not do anything; so long as you do not opt out or exclude yourself (described in Questions 16 through 18, below), a payment will be made to you, either by crediting your account if you are still an account holder of Central Pacific Bank or by mailing a check to you at the last address on file with Central Pacific Bank (or any other address you provide).

The deadline for sending a letter to exclude yourself from or opt out of the settlement is 4/12/2021.

The deadline to file an objection with the Court is 5/18/2021.

7. How do I decide which option to choose?

If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the settlement will not be approved and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still get a payment, and you will not be able to pursue your own claim.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the settlement, which is why you received this Notice. The Court will make a final decision regarding the settlement at a “Fairness Hearing” or “Final Approval Hearing,” which is currently scheduled for 5/26/2021 at 9:00 a.m.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Central Pacific Bank has agreed to create a Settlement Fund of \$495,000. In addition, on February 15, 2019, in response to this lawsuit, Central Pacific Bank amended its disclosures to make them more clear regarding its practice regarding the NSF Fees at issue. Although Central Pacific Bank does not admit that its prior disclosures were not clear, the parties agree that the amendment of the disclosures provide a benefit to the members of the class, and that approximately \$200,000 of the NSF Fees at issue have occurred since the disclosures were amended, and that those fees were properly disclosed.

As discussed separately below, attorneys' fees, litigation costs, a Service Award to the Named Plaintiff, and the costs paid to a third-party Claims Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class Members based on the amount of Eligible NSF Fees they paid. Each Plaintiff will receive a percentage of the Eligible NSF Fees they paid. The percentage will likely be between 40-50%. The formula for distributing the settlement is described in the settlement agreement. Due to settlement administration costs, disbursing payments of less than \$10.00 is not economically feasible. If any Settlement Class Member's *pro rata* share is less than \$10.00, that individual's share not be disbursed and will remain as part of

the common fund to be divided amongst all class members whose respective shares are greater than \$10.00 on a *pro rata* basis based on the amounts of their claims.

10. How much of the settlement fund will be used to pay for attorney fees and costs?

Class Counsel will request the Court award it compensation for its attorneys' fees and litigation costs in an amount of not more than \$245,000. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

11. How much of the settlement fund will be used to pay the Named Plaintiff a Service Award?

Class Counsel on behalf of the Named Plaintiff will request that the Court award her up to \$5,000 for her role in securing this settlement on behalf of the class. The Court will decide if a Service Award is appropriate and if so, the amount of the award.

12. How much will my payment be?

The balance of the Settlement Fund will be divided among all Class Members on a pro rata basis. Current members of Central Pacific Bank will receive a credit to their accounts for the amount they are entitled to receive. Former members of Central Pacific Bank shall receive a check from the Claims Administrator.

13. Do I have to do anything if I want to participate in the Settlement?

No. Any amount you are entitled to under the terms of the settlement will be distributed to you unless you choose to exclude yourself from the settlement, or "opt out." Excluding yourself from the settlement means you choose not to participate in the settlement. You will keep your individual claims against Central Pacific Bank, but you will not receive a payment. In that case, if you choose to seek recovery against Central Pacific Bank, then you will have to file a separate lawsuit or claim.

14. When will I receive my payment?

The Court will hold a Fairness Hearing (explained below in Questions 21-23) on May 26, 2021, 2021 at 9:00 a.m. to consider whether the settlement should be approved. If the Court approves the settlement, then payments should be made or credits should be issued within about 40 to 60 days after the settlement is approved. However, if someone objects to the settlement, and the objection is sustained, then there is no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the settlement?

If you do not want to receive a payment, or if you want to keep any right you may have to sue Central Pacific Bank for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt out, you **must** send a letter to the Plaintiff’s counsel that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Linda Robinson v. Central Pacific Bank* class action.” Be sure to include your name, address, telephone number, and email address. Your exclusion or opt out request must be postmarked by 4/12/2021, and sent to:

Linda Robinson v. Central Pacific Bank Claims
Brandee J.K. Faria
The Law Offices of Brandee J.K. Faria, LLC
841 Bishop Street, Suite 505
Honolulu, HI
96813

16. What happens if I opt out of the settlement?

If you opt out of the settlement, you will preserve and not give up any of your rights to sue Central Pacific Bank for the claims alleged in this case. However, you will not be entitled to receive a payment from this settlement.

17. If I exclude myself, can I obtain a payment?

No. If you exclude yourself, you will not be entitled to a payment.

OBJECTING TO THE SETTLEMENT

18. How do I notify the Court that I do not like the settlement?

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document to Plaintiff’s counsel at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the factual and legal reasons why you object, and whether you intend to appear at the hearing. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature.

All objections must be post-marked no later than April 12, 2021 and must be mailed to Plaintiff’s counsel as follows,

Plaintiff's Counsel

Linda Robinson v. Central Pacific Bank Claims
Brandee J.K. Faria
The Law Offices of Brandee J.K. Faria, LLC
841 Bishop Street, Suite 505
Honolulu, HI
96813

19. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to a payment if the settlement is approved, but you will release claims you might have against Central Pacific Bank. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a payment or release claims you might have against Central Pacific Bank for the claims alleged in this lawsuit.

20. What happens if I object to the settlement?

If the Court sustains your objection, or the objection of any other Class Member, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Approval or Fairness Hearing at 9:00 a.m. on May 26, 2021 at the First Circuit Court for the Circuit of Hawaii, located at 777 Punchbowl St, Honolulu, HI 96813. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and expenses and how much the Named Plaintiff should get as a "Service Award" for acting as the class representative.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend. Given the COVID-19

pandemic, there may be options to attend by video or telephone. Please contact class counsel below if you would like to attend by video or telephone.

23. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 19, above, the statement, “I hereby give notice that I intend to appear at the Final Approval Hearing.”

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing at all, and if the settlement is approved, then you may receive a payment that represents your share of the Settlement Fund net of attorneys’ fees, Claims Administrator expenses, and the Named Plaintiff’s Service Award. You will be considered a part of the class, and you will give up claims against Central Pacific Bank for the conduct alleged in this lawsuit. You will not give up any other claims you might have against Central Pacific Bank that are not part of this lawsuit.

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel” will represent you and the other Class Members.

26. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

27. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Fairness Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the website established by the Claims Administrator.

GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the settlement agreement, which can be viewed/obtained online at <https://www.farialawfirm.com/>

For additional information about the settlement and/or to obtain copies of the settlement agreement, or to change your address for purposes of receiving a payment, you should contact the Claims Administrator as follows:

Robinson v. Central Pacific Bank
Claims Administrator
Attn:

For more information you also can contact the Class Counsel as follows:

Brandee J.K. Faria, Esq.
The Law Offices of Brandee J.K. Faria, LLC
841 Bishop Street, Suite 505
Honolulu, HI
96813

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF
DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***

EXHIBIT 2

ROBINSON v. CPB SETTLEMENT TIMETABLE

Date	Date methodology	Event
02/5/2021	Submit to Court	<i>Submit Stipulation Regarding Entry of Order: Proposed Notice, and Timeline</i>
02/15/2021	After Stip submitted to Court	<i>Order Approving Stipulation for Preliminary Approval</i>
03/1/2021	After Preliminary Approval is granted	<i>Disseminate Notice</i>
4/12/2021	Approximately 40 days after mailed notice is sent	<i>Claims filing deadline and opt out</i>
05/07/2021	At least 18 days before hearing	<i>File Motion for Final Approval of Settlement, and for Approval of Attorney Fees and Costs</i>
05/18/2021	Not less than 8 days before hearing on MFA	<i>Objector to file notice of intent to appear and oppose settlement. Defendant to file joinder motion for final approval and for approval of fees and costs</i>
05/21/2021	At least 3 days before hearing on MFA	<i>Reply brief to any objections.</i>
05/26/2021 @ 9 am	At least 60 days after mailed notice is sent (90+ here)	<i>Hearing on Motion for Final Approval of Settlement and Approval of Fees and Costs; Enter Order Granting MFA, and Judgment entered.</i>
06/28/2021	31 days after Final Judgment and Order of Dismissal is filed.	<i>Appeals period runs; all payments to class members, class representative and class counsel made with 20 business days if no appeal.</i>

EXHIBIT 2

THE LAW OFFICES OF BRANDEE J.K. FARIA
BRANDEE J.K. FARIA #6970

841 Bishop Street, Suite 505
Honolulu, Hawai'i 96813
Telephone : (808) 523-2300
Facsimile : (808) 697-5304
E-mail : brandee@farialawfirm.com

Attorneys for Plaintiff LINDA ROBINSON,
individually and on behalf of all others
similarly situated.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LINDA ROBINSON, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

CENTRAL PACIFIC BANK,

Defendant.

) Civil No. 19-1-0112-01 JPC
) (Class Action)
)
)
) **ORDER GRANTING PLAINTIFFS'**
) **MOTION AND DEFENDANT'S**
) **JOINDER IN PLAINTIFFS' MOTION**
) **FOR FINAL APPROVAL OF**
) **SETTLEMENT AGREEMENT, FOR**
) **APPROVAL OF COUNSEL'S FEES**
) **AND COSTS, AND SERVICE AWARD**
) **TO THE CLASS REPRESENTATIVE**
)
) Hearing Date: May 26, 2021
) Hearing Time: 9:00 am
)
) Judge: The Honorable Jeffrey P. Crabtree
)
)
)

**ORDER GRANTING PLAINTIFFS' MOTION AND DEFENDANT'S
JOINDER IN PLAINTIFFS' MOTION FOR FINAL APPROVAL OF
SETTLEMENT AGREEMENT, FOR APPROVAL OF COUNSEL'S FEES AND COSTS,
AND SERVICE AWARD TO THE CLASS REPRESENTATIVE**

Plaintiff LINDA ROBINSON, individually and on behalf of all persons similarly situated in the

certified class action, filed their *Motion For Final Approval Of Settlement Agreement, For Approval Of Counsel's Fees And Costs, And Service Award To The Class Representative*, ("Motion") on March 29, 2021. The Motion was heard on May 26, 2021 before the Honorable Judge Jeffrey P. Crabtree, with attorney Brandee J.K Faria, Esq. appearing on behalf of the Plaintiff and attorney Nickolas Kaprowski appearing on behalf of Defendant.

The court having carefully read and considered all of the relevant evidence and memoranda presented, the records and files in this action, and having heard and considered the oral arguments of counsel, and being otherwise fully advised in the premises, and good cause appearing therefore, hereby orders, adjudges and decrees, pursuant to Hawaii Rules of Civil Procedure, Rule 23, that:

1. This Court has jurisdiction over the claims at issue and parties involved in this action.
2. The Settlement Agreement and Release ("Settlement Agreement") between and among the Plaintiff, LINDA ROBINSON, individually and on behalf of all persons similarly situated in this Class Action, and Defendant CENTRAL PACIFIC BANK, (the "Parties") is incorporated fully herein by reference and attached as Exhibit "1" to the Parties' *Amended Stipulation and Order: (1) Preliminarily Approving Class Action Settlement Agreement (2) Approving Form Of Notice (3) Establishing Objection Deadline (4) Directing Dissemination Of Notice, And (5) Scheduling "Final Fairness Hearing" Of Settlement Between Plaintiffs And Defendants* (the "Stipulation"), filed on February 5, 2021. The definitions used in the Settlement Agreement are adopted for use herein.
3. This Court has been advised by counsel for the Parties that the Settlement Agreement has been reached between and among the Class Representative, individually, and for and on behalf of the Class, Class Counsel for and on behalf of the Class, and Defendant, independently.

4. Despite being duly notified of the settlement, no Class Member has filed objections to the settlement with the Court. Furthermore, no Class Member appeared at the Final Fairness Hearing to object to the settlement.
5. The Court has reviewed the Settlement Agreement executed by the Parties and finds that the Settlement Agreement is hereby finally approved as sufficiently fair, adequate, and reasonable, and further approves the Release contained therein and as set forth in the Class Notice.
6. As of the effective date of the Settlement Agreement, the released claims of each Class Member who has not opted out, pursuant to the terms of the Settlement Agreement, and as set forth in the Class Notice, are and shall be deemed to be fully, finally, and conclusively resolved as against Defendants.
7. This Court entered a *Amended Stipulation and Order: (1) Preliminarily Approving Class Action Settlement Agreement (2) Approving Form Of Notice (3) Establishing Objection Deadline (4) Directing Dissemination Of Notice, And (5) Scheduling "Final Fairness Hearing" Of Settlement Between Plaintiffs And Defendants*, on February 9, 2021. The findings contained therein are incorporated by reference.
10. Plaintiff request for attorneys' fees, costs and G.E.T. in the amount of \$245,000 is fair, adequate and reasonable, given the factors set forth in its Motion.
12. After payment, the final settlement has been made no later than July 7, 2021, Final Judgment will be entered concurrently herewith as set forth in the Settlement Agreement, and the instant litigation will be dismissed with prejudice.
13. The Circuit of the First Circuit State of Hawaii shall retain jurisdiction to enforce the Settlement Agreement and all other related matters thereto.

IT IS SO ORDERED

DATED: Honolulu, Hawaii, _____, 2021

THE HONORABLE JEFFREY P. CRABTREE
JUDGE OF THE ABOVE-ENTITLED COURT

EXHIBIT 3

The Law Offices of Brandee J.K. Faria, LLC - Robinson v. CPB			
Date	Item	Company/Entity	Amount
1/22/2019	Complaint; Demand for Jury Trial Filing Fee	First Circuit Court	\$515.00
1/31/19	Service of Complaint	808 Legal Process Inc.	\$51.31
10/26/20	30b(6) Deposition (Gomez, Chee)	Ralph Rosenberg	\$1,193.09
10/28/20	30b(6) Deposition (Ming)	Ralph Rosenberg	\$1,228.17
2/25/21	Expert Report - Art Olsen	Cassis Technology	\$10,500.00
12/31/20	Total Copy Costs	Self	\$95.00
		TOTAL	\$13,582.57

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LINDA ROBINSON, individually and on behalf	)	Civil No. 19-1-0112-01 JPC
of all others similarly situated,	)	(Class Action)
)	
)	
Plaintiff,	)	NOTICE OF HEARING
)	
)	
vs.)	
)	
)	
CENTRAL PACIFIC BANK,)	
)	
)	
Defendant.)	
)	
)	
)	
)	
)	

NOTICE OF HEARING

TO: NICK KACPROWSKI, Esq.
Dentons
1001 Bishop Street, Ste. 1800
Honolulu, Hawaii 96813

Attorney for Defendant
CENTRAL PACIFIC BANK

NOTICE IF HEREBY GIVEN that the foregoing *Motion for Final Approval of Settlement Agreement* shall come on for hearing before the Honorable Jeffrey P. Crabtree, Judge of the above entitled court, in his courtroom located in Kaahumanu Hale, 777 Punchbowl Street, Honolulu, Hawaii 96813, on May 26, 2021 at 9:00 am or as soon thereafter as counsel can be heard.

DATED: Honolulu, Hawai'i, March 29, 2021.

/s/ Brandee J.K. Faria

BRANDEE J.K. FARIA

Attorney for Plaintiff
LINDA ROBINSON, individually and on
behalf of all others similarly situated.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LINDA ROBINSON, individually and on behalf
of all others similarly situated,

Plaintiff,

VS.

CENTRAL PACIFIC BANK,

Defendant.

Civil No. 19-1-0112-01 JPC
(Class Action)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that, on the dates and by the methods of service noted below, a true and correct copy of the above-mentioned filing was served on the following at their last known address:

NICK KACPROWSKI, Esq.
Dentons
1001 Bishop Street, Ste. 1800
Honolulu, Hawaii 96813

nickolas.kacprowski@dentons.com

Attorney for Defendant
CENTRAL PACIFIC BANK

DATED: Honolulu, Hawai'i, March 29, 2021.

/s/ Brandee J.K. Faria

BRANDEE J.K. FARIA

Attorney for Plaintiff
LINDA ROBINSON, individually and on
behalf of all others similarly situated.