

## BRANDEE J.K. FARIA #6970

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## STATE OF HAWAI'I

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

Plaintiff,

VS.

CENTRAL PACIFIC BANK,

Defendant.

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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



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

APPROVED AS TO FORM:

*/s/ Nickolas A. Kacprowski*

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NICKOLAS A. KACPROWSKI

Counsel For CENTRAL PACIFIC BANK

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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

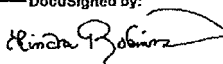
By: \_\_\_\_\_

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

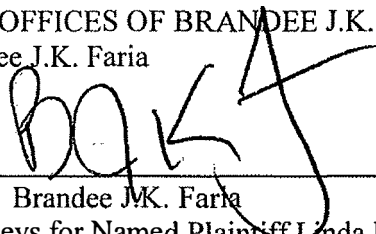
By: \_\_\_\_\_

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	
<b>APPROVE THE SETTLEMENT AND RECEIVE A PAYMENT; YOU NEED NOT DO ANYTHING</b>	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.)
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	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.

<b>OBJECT TO THE SETTLEMENT</b>	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.

<b>Date</b>	<b>Date methodology</b>	<b>Event</b>
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>

<b>Date</b>	<b>Date methodology</b>	<b>Event</b>
~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

<b>Date</b>	<b>Date methodology</b>	<b>Event</b>
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>