

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.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<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.

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>
3/29/21	At least 14 days before objection deadline	<i>File Motion for Final Approval of Settlement and Motion for Approval of Attorneys Fees and Costs</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 Supplement to Motion for Final Approval of Settlement and Motion for Approval of Attorney Fees and Costs Including Class List &amp; Opt Out Info</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>
~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" or "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 **April 12, 2021**. The deadline to file an objection with the Court is also **April 12, 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  
The Law Offices of Brandee J.K. Faria, LLC  
841 Bishop Street, Suite 505  
Honolulu, HI 96813  
brandee@fariawlawfirm.com

#### **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  
The Law Offices of Brandee J.K. Faria, LLC  
841 Bishop Street, Suite 505  
Honolulu, HI 96813  
brandee@fariawlawfirm.com

**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:

CR Admin Solutions, LLC  
PO Box 323  
Stayton, OR 97383  
[busadcr@gmail.com](mailto:busadcr@gmail.com)

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

The Law Offices of Brandee J.K. Faria, LLLC  
841 Bishop Street, Suite 505  
Honolulu, HI 96813  
[brandee@farialawfirm.com](mailto:brandee@farialawfirm.com)



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