

If You Paid Overdraft Fees to First Hawaiian Bank, You May Be Eligible for a Payment from a Class Action Settlement.

A Hawai'i state court authorized this notice. This is not a solicitation from a lawyer.

- A \$4,125,000 Settlement has been reached in a class action about overdraft fees charged to consumer Accounts by First Hawaiian Bank (“FHB”) on debit card transactions that were authorized and approved when sufficient funds were available to cover the amount of authorization (“Relevant Overdraft Fees”). Relevant Overdraft Fees were assessed when customers’ account balances were insufficient when the transaction(s) posted to the account. FHB maintains that there was nothing wrong with the transaction processing practices it used and that it complied, at all times, with applicable laws and regulations and the terms of the account agreements with its customers.
- Current and former holders of FHB consumer checking Accounts are eligible for a payment or Account credit from the Settlement Fund.
- The Settlement Class includes all current and former FHB members who were charged a Relevant Overdraft Fee from January 27, 2011, through March 13, 2019. Excluded from the Settlement Class is FHB, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
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| Receive a Payment or Account Credit | If you are entitled under the Settlement to a payment or Account credit, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive a payment by check or Account credit. |
| Exclude Yourself from the Settlement | Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against FHB about the claims in this case. |
| Object | Write to the Court if you do not like the terms of the Settlement. |
| Go to a Hearing | Ask to speak in Court about the fairness of the Settlement. |
| Do Nothing | You will receive any payment or Account credit to which you are entitled, and will give up your right to bring your own lawsuit against FHB about the claims in this case. |

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments and Account credits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Call 1-877-239-1243 or visit www.FHBOverdraftLitigation.com

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

The Circuit Court of the First Circuit, State of Hawai'i is overseeing this case. The case is known as *Robinson v. First Hawaiian Bank*, Civil No. 17-1-0167-01, (the "Action"). The person who sued is called the "Plaintiff." The Defendant is First Hawaiian Bank ("FHB").

2. What is this lawsuit about?

The lawsuit claims that FHB improperly charged overdraft fees on debit card transactions that were authorized and approved when sufficient funds were available to cover the amount of authorization in consumer Accounts ("Relevant Overdraft Fees"). Relevant Overdraft Fees were assessed when customers' account balances were insufficient when the transaction(s) posted to the account. The complaint is posted on the Settlement Website and contains all of the allegations and claims asserted against FHB. FHB maintains that there was nothing wrong with the transaction processing practices it used and that it complied, at all times, with applicable laws and regulations and the terms of the account agreements with its customers.

3. What do "Account," "Overdraft Fee," "Relevant Overdraft Fee" and "Debit Card" mean?

"**Account**" means any consumer checking account maintained by FHB in the United States and its territories.

"**Overdraft Fee**" means any fee or fees assessed to a holder of an Account for items paid when the Account has insufficient funds at the time of settlement.

"**Relevant Overdraft Fee**" means an Overdraft Fee on a transaction that was authorized and approved when sufficient funds were available to cover the amount of authorization.

"**Debit Card**" means a card or similar device issued or provided by FHB, including a debit card, check card, or automated teller machine ("ATM") card that can or could be used to debit funds from an Account by Point of Sale and/or ATM transactions.

4. Why is this a class action?

In a class action, one or more people called class representatives (in this case, Plaintiff Linda Robinson) sue on behalf of people who have similar claims. The people included in the class action are called the Settlement Class or Settlement Class members. One court resolves the issues for all Settlement Class members, except for those who timely exclude themselves from the Settlement Class.

5. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiff or FHB. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The Class Representative and Class Counsel believe the Settlement is best for everyone who is affected.

WHO IS IN THE SETTLEMENT?

To see if you will be affected by the Settlement or if you can get a payment or Account credit from it, you first have to determine if you are a Settlement Class member.

Questions? Call 1-877-239-1243 or visit www.FHBOverdraftLitigation.com

6. Who is included in the Settlement?

The Settlement Class includes all current and former FHB members who were charged a Relevant Overdraft Fee during the Class Period (January 27, 2011, through March 13, 2019). Excluded from the Settlement Class is FHB, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

FHB has agreed to establish a Settlement Fund of \$4,125,000 from which Settlement Class Members will receive payments or Account credits. The Settlement Fund will also pay all attorneys' fees, costs and expenses awarded to Class Counsel, any Service Award to the Class Representative, and all Settlement Administration Costs. The exact amount of Settlement Class Members' payments or Account credits cannot be determined at this time. The exact amount cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees, costs and expenses awarded to Class Counsel and any Service Award to the Class Representative.

Additionally, on February 1, 2019 FHB issued revised disclosures for consumer checking Account holders to remind consumers of FHB's policy with respect to (1) the authorization/settlement procedures relating to debit transactions, and that policy's potential impact on overdraft transactions; (2) the timing of FHB's deduction of Overdraft Fees; and (3) the overdraft balances that are subject to continuous overdraft notification fees. FHB drafted these disclosures in consultation with Class Counsel and Plaintiff.

8. How do I receive a payment or Account credit?

If you are in the Settlement Class and entitled to receive a cash benefit, you do not need to do anything to receive a payment or Account credit. If the Court approves the Settlement and it becomes final and effective, you will automatically receive a payment by check or Account credit for your *pro rata* portion of the Settlement Fund based on the number of eligible Relevant Overdraft Fees you paid to FHB during the period covered by the Settlement.

9. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement Class, you cannot sue or be part of any other lawsuit against FHB about the legal issues in this Action. It also means that all of the decisions by the Court will bind you. The "Release" included in the Settlement Agreement describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.FHBOverdraftLitigation.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue FHB on your own about the legal issues in this Action, then you must take steps to get out of the Settlement. This is called excluding yourself — or it is sometimes referred to as "opting-out" of the Settlement Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your printed or typed name, address and telephone number;
- A short statement that you want to be excluded from the FHB Overdraft Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **July 5, 2019**, to:

FHB Overdraft Settlement
P.O. Box 2730
Portland, OR 97208-2730

11. If I do not exclude myself, can I sue FHB for the same thing later?

No. Unless you exclude yourself, you give up the right to sue FHB for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to try to pursue your own lawsuit.

12. If I exclude myself from the Settlement, can I still receive a payment?

No. You will not receive a payment or Account credit if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed a number of lawyers to represent you and others in the Settlement Class as “Class Counsel,” including:

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| <p>Jeff Kaliel, Esq. KALIEL PLLC 1875 Connecticut Ave. NW, 10th Floor Washington, DC 20009</p> | <p>Brandee Faria, Esq. PERKIN & FARIA Davies Pacific Center 841 Bishop St. 1000 Honolulu, Hawaii 96813</p> |
|--|--|

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel intends to request up to 33% of the money in the Settlement Fund for attorneys’ fees, plus reimbursement of their expenses incurred in connection with prosecuting this Action. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that \$10,000.00 for the Class Representative be paid from the Settlement Fund for her service to the entire Settlement Class.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don’t like the Settlement?

If you are a Settlement Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s requests for fees and expenses and/or Class Counsel’s request for a Service Award for the Class Representative. To object, you must submit a letter that includes the following:

Questions? Call 1-877-239-1243 or visit www.FHBOverdraftLitigation.com

- The name of this Action, which is *Robinson v. First Hawaiian Bank*, Civil No. 17-1-0167-01;
- Your printed or typed full name, address and telephone number;
- An explanation of why you claim to be a Settlement Class Member;
- All grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times you have objected to a class action settlement within the last 5 years, the caption of each case in which you have made such objection and a copy of any orders or opinions related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel and law firm(s) who represent you, including any former or current counsel or law firm(s) who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- A copy of any orders related to or ruling upon prior objections of your counsel or law firm(s) that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than **July 5, 2019**.

| | |
|--|---|
| <p style="text-align: center;">Clerk of the Court The Honorable Gary W.B. Chang 777 Punchbowl Ave Honolulu, HI 96813</p> | <p style="text-align: center;">FHB Overdraft Settlement P.O. Box 2730 Portland, OR 97208-2730</p> |
| <p style="text-align: center;">Jeff Kaliel, Esq. KALIEL PLLC 1875 Connecticut Ave. NW, 10th Floor Washington, DC 20009</p> | <p style="text-align: center;">Jessica Kaufman, Esq. MORRISON & FOERESTER 250 W. 55th St. New York, New York 10019</p> |

Note that, if you object, you may be subject to discovery requests and Class Counsel and/or FHB may conduct limited discovery on you consistent with the Hawai'i Rules of Civil Procedure.

16. What's the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, and the request for attorneys' fees, expenses and Service Award for the Class Representative. You may attend and you may ask to speak, but you don't have to do so.

Questions? Call 1-877-239-1243 or visit www.FHBOverdraftLitigation.com

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **3:00 p.m. HST on August 6, 2019**, at the chambers of the Honorable Gary W.B. Chang, 777 Punchbowl Ave., Honolulu, Hawai'i 96813, Courtroom 16 on the 4th Floor. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.FHBOverdraftLitigation.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider any request by Class Counsel for attorneys' fees and expenses and for Service Award for the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know when the Court will make its decision. It is a good idea to check www.FHBOverdraftLitigation.com for updates.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, to the proper address and it complies with the requirements set forth previously, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit a timely objection to the Settlement and send a letter saying that you intend to appear and wish to speak. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the FHB Settlement in *Robinson v. First Hawaiian Bank*, Civil No. 17-1-0167-01;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature.

You must submit your Notice of Intention to Appear so that it is postmarked no later than **July 5, 2019**, to all of the addresses in Question 15.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled under the Settlement Agreement. Unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against FHB relating to the issues in this Action.

GETTING MORE INFORMATION

21. How do I get more information?

This Detailed Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.FHBOverdraftLitigation.com. You may also write with questions to FHB Overdraft Settlement, P.O. Box 2730, Portland, OR 97208-2730, or call the toll-free number, 1-877-239-1243. Do not contact FHB or the Court for information.

Questions? Call 1-877-239-1243 or visit www.FHBOverdraftLitigation.com