

COPY

FIRST CIRCUIT COURT
STATE OF HAWAII
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N. ANAYA
(CLERK)

PERKIN & FARIA, LLLC
JOHN F. PERKIN 1673
BRANDEE J.K. FARIA 6970
841 Bishop Street, Suite 1000
Honolulu, Hawai'i 96813
Telephone : (808) 523-2300
Fax : (808) 697-5304

KALIEL PLLC
JEFFREY D. KALIEL *Pro Hac Vice*
1875 Connecticut Ave. NW, 10th Floor
Washington, D.C. 20009
Telephone: (202) 350-4783

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

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

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

Plaintiff,

vs.

FIRST HAWAIIAN BANK and DOE
DEFENDANTS 1-50,

Defendants.

) Civil No. 17-1-0167-01 GWBC
) (Class Action)
)
) **ORDER: (1) PRELIMINARILY**
) **APPROVING CLASS ACTION**
) **SETTLEMENT AND RELEASE**
) **AGREEMENT, (2) APPROVING**
) **FORM OF NOTICE, (3)**
) **ESTABLISHING OPT-OUT AND**
) **OBJECTION DEADLINE, (4)**
) **DIRECTING DISSEMINATION OF**
) **NOTICE, AND (5) SCHEDULING**
) **FINAL "FAIRNESS HEARING"**
)
) Judge: Honorable Gary W. B. Chang
)
) No trial date
)
)
)

**ORDER: (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND
RELEASE AGREEMENT, (2) APPROVING FORM OF NOTICE, (3) ESTABLISHING
OPT-OUT AND OBJECTION DEADLINE,
(4) DIRECTING DISSEMINATION OF NOTICE,
AND (5) SCHEDULING FINAL "FAIRNESS HEARING"**

The Court, having considered the Stipulation Regarding Entry of Order: *(1) Preliminarily Approving Class Action Settlement and Release Agreement, (2) Approving Form of Notice, (3) Establishing Opt-Out and Objection Deadline, (4) Directing Dissemination of Notice, and (5) Scheduling Final "Fairness Hearing"* (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 parties involved in this action.
2. The Settlement and Release Agreement ("Settlement Agreement") between and among the Plaintiff, LINDA ROBINSON, individually and on behalf of all others similarly situated in this Class Action, and Defendant FIRST HAWAIIAN BANK (the "Parties") 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 Settlement Class, Class Counsel for and on behalf of the Settlement 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 it is sufficiently fair, adequate, and reasonable to warrant providing notice to the Settlement Class of its terms. The Settlement Agreement is hereby preliminarily approved as sufficiently fair, adequate, and reasonable to warrant providing notice to the Settlement Class of its terms.

5. The Settlement Agreement appears to have been the product of arms-length negotiation between the Parties, including mediation sessions with Jerry M. Hiatt, and appears to have been made in good faith.

6. The prerequisites for a class action under Hawaii 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 Representative are typical of the claims of the Settlement Class she seeks to represent; (d) the Class Representative will fairly and adequately represent the interests 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 current and former FHB members who were charged a Relevant Overdraft Fee during the Class Period. Excluded from the Settlement Class is FHB, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class members who make a

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timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

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

John F. Perkin
Brandee J.K. Faria
Perkin & Faria LLC
700 Bishop Street, Suite 1111
Honolulu, Hawaii 96813

Jeffrey D. Kaliel
Kaliel PLLC
1875 Connecticut Ave. NW, 10th Floor
Washington, D.C. 20009

9. The Postcard Notice, Email Notice and Long Form Notice, (collectively, "Notice"), attached to the Parties' Stipulation as Exhibit "2," are constitutionally adequate, and are hereby approved. The Notice contains all of the essential elements necessary to satisfy the requirements of Hawaii state law and state due process provisions, including the Settlement Class definition, the identities of the Parties and their counsel, a summary of the terms of the proposed settlement, benefits to Settlement Class members, the amount of attorneys' fees that may be requested, the claims being released, and information regarding the manner in which requests for exclusion/to opt out and objections may be submitted. The Notice informs Settlement Class members of opt-out and objection procedures and deadlines, and of the date and

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location of the final “Fairness Hearing” of the settlement, defined in the Agreement as the Final Approval Hearing. The plan for dissemination of Notice also satisfies due process and all requirements of federal law, and constitutes the best practical notice under the circumstances of this case.

10. The Court hereby directs that Notice be disseminated in accordance with the Settlement Agreement.

11. The Court appoints Epiq Class Action and Claims Solutions, Inc. (“Epiq”) as Settlement Administrator with responsibility for carrying out all obligations under the Settlement Agreement, including Notice.

12. The Court sets the following schedule for the Final Approval Hearing and the actions which must precede it. All such dates shall be identified in the Notice:

- a) Class Notice shall be completed no later than 60 days before the Final Approval Hearing.
- b) Settlement Class members must file objections to the settlement or requests for exclusion from the Settlement no later than 30 days prior to the Final Approval Hearing.
- c) The Class Representative shall file her Motion for Final Approval and any application for attorney’s fees, costs and expenses, and for a Service Award no less than 45 days before the Final Approval Hearing.
- d) The Final Approval Hearing will take place on _____,
[no earlier than August 1, 2019], at _____ a.m/p.m. Settlement Class

Members do not need to appear at the hearing or take any other action to indicate their approval.

13. 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 in Paragraph 12(b), above, to Epiq at the address specified in the Notice. Such request for exclusion shall clearly indicate:

- (a) The Settlement Class member's printed or typed name, address and telephone number;
- (b) A short statement that the Settlement Class member wants to be excluded from the FHB Overdraft Settlement; and
- (c) The Settlement Class member's signature.

14. 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 Agreement to Class Counsel and Counsel for the Defendant, at the addresses set forth in the Class Notice, and mail or hand-deliver the Objection simultaneously to the Court. Each Objection must:

- (a) the name of the Action;
- (b) the objector's full name, address and telephone number
- (c) an explanation of the basis upon which the objector claims to be a Settlement Class Member;

- (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (e) the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (f) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- (g) a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- (h) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- (i) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

- (j) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- (k) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (l) the objector's signature (an attorney's signature is not sufficient).

15. Any Settlement 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.

16. The Settlement Agreement is not and shall not be deemed and construed 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 Second Amended 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 and attached to 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, HAWAII,

MAR 13 2019

GARY W. B. CHANG



THE HONORABLE GARY W.B. CHANG
JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "C. Shikuma", written over a horizontal line.

CRAIG K. SHIKUMA
JESSE W. SCHIEL
JESSICA KAUFMAN
JAMES R. MCGUIRE

Attorneys for Defendant
FIRST HAWAIIAN BANK

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