

June 12, 2026

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MEMO TO: GREAT-11(30) File

F R O M: Kauanoë Batangan, Chair   
Government Relations, Ethics, and Transparency Committee

SUBJECT: **TRANSMITTAL OF INFORMATIONAL DOCUMENT RELATING TO  
CASE UPDATES AND RESOLUTIONS RELATED TO LEO CAIRES  
V. COUNTY OF MAUI, ET AL., CIVIL FILE 2CCV-26-0000138  
(GREAT-11(30))**

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The attached informational document pertains to Item 11(30) on the Committee's agenda.

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Attachment

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**Electronically Filed**  
**SECOND CIRCUIT**  
**2CCV-26-0000138**  
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Attorneys for Plaintiff  
LEO CAIRES

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

STATE OF HAWAI'I

LEO CAIRES,

Plaintiff,

vs.

COUNTY OF MAUI; JOHN DOES 1-10; JANE DOES  
1-10; DOE CORPORATIONS 1-10; DOE  
PARTNERSHIPS 1-10; DOE UNINCORPORATED  
ORGANIZATIONS 1-10; DOE ENTITIES 1-10; and  
DOE GOVERNMENTAL AGENCIES 1-10.

Defendant.

Civil No.

COMPLAINT; DEMAND FOR JURY  
TRIAL; SUMMONS

**COMPLAINT**

COME NOW Plaintiff LEO CAIRES (hereinafter referred to as "Plaintiff" and/or "Mr. Caires") by and through his attorneys Joseph T. Rosenbaum, Elizabeth Jubin Fujiwara, and Marcos R. Bendaña allege and claim against Defendant above-named as follows:

**I. NATURE OF ACTION**

1. The basis of this case is a civil rights violation as it relates to Mr. Caires' employment at the County of Maui.
2. This is an action for declaratory judgment, permanent injunctive relief,

specific performance, damages, costs and attorneys' fees, alleging a continuing pattern of retaliation in violation of Hawai'i Revised Statute ("HRS") Chapter 378, Hawai'i's Fair Employment Practices Act ("FEPA"); as well as the pertinent state administrative regulations.

3. This an action to redress the retaliation against Mr. Caires after he reported to his employer, County of Maui, that he believed fraud was being committed with employees of the County of Maui Mayor's office and grantees regarding grants provided by the County of Maui's Office of Economic Development. Thus, Mr. Caires alleges various state law causes of action under a common nucleus of operative facts for violations of HRS § 378-62 (the Hawai'i Whistleblower's Protection Act) and Wrongful Termination in Violation of Public Policy pursuant to *Parnar v. Americana Hotels*, 65 Haw. 370 (1982)

## II. JURISDICTION AND VENUE

4. Mr. Caires brings this action pursuant, including, but not limited to, HRS § 378-62 for violation of his civil rights to obtain full and complete relief and to redress the tortious conduct described herein.

5. At all times relevant herein, Mr. Caires is a citizen of the United States and is a resident of the State of Hawai'i.

6. At all times relevant herein, Defendant COUNTY OF MAUI [hereinafter referred to as "Maui County"] is an employer within the meaning of HRS Chapter 378. At all times relevant herein, Defendant Maui County's principal place of business is in the State of Hawai'i.

7. At all times relevant herein, Defendant Maui County's employees, agents and/or representatives, were acting within the course and scope of their duties as employees, agents and/or representatives of the County of Maui; therefore, Defendant Maui County is liable

for the intentional and/or tortious and/or wrongful conduct of said employees, agents and/or representatives pursuant to the doctrine of Respondeat Superior and/or principles of Agency.

8. Defendants JOHN DOES 1-100, JANE DOES 1-100, DOE CORPORATIONS 1-10, DOE PARTNERSHIPS 1-10, DOE UNINCORPORATED ORGANIZATIONS 1-10, and DOE GOVERNMENTAL AGENCIES 1-10 are sued herein under fictitious names because their true names, identities and capacities are unknown to the Plaintiff, except that they are connected in some manner with Defendants, and are/were agents, servants, employees, employers, representatives, co-venturers, associates, or independent contractors of Defendant herein, and were acting with the permission and consent and within the course and scope of said agency and employment and/or were in some manner presently unknown to the Plaintiff engaged in the activities alleged herein and/or were in some way responsible for the injuries or damages to the Plaintiff, which activities were a proximate cause of said injuries or damages to the Plaintiff. Mr. Caires has made good faith and diligent efforts to identify said Defendants, including interviewing individuals with knowledge of the claims herein. At such time as their true names and identities become known, the Plaintiff will amend this Complaint accordingly.

9. This Court has jurisdiction and venue since all events done by the above-named DEFENDANT, in violation of Mr. Caires' rights, occurred and within the jurisdiction and venue of the Circuit Court of the Second Circuit, State of Hawai'i, acts pursuant to HRS §603-21.5 and the matter in controversy exceeds FIFTY THOUSAND DOLLARS (\$50,000) exclusive of costs and interest. Venue is proper within the Circuit Court of the Second Circuit, State of Hawai'i as Defendant's principal place of business is within the venue of the Circuit Court of the

Second Circuit, State of Hawai'i and all actions occurred within the venue of the Circuit Court of the Second Circuit, State of Hawai'i.

### **III. STATEMENT OF FACTS**

#### **Background**

10. Mr. Caires was born and raised in Maui and deeply cares for the community.

11. In 2022, future Mayor Richard Bissen contacted Mr. Caires and stated that he watched Mr. Caires' career and viewed him as a community leader.

12. Thereafter, future Mayor Bissen and Mr. Caires talked nearly every weekend and discussed ideas to better the community of Maui.

13. Mr. Caires shared how he viewed leadership such as having a long term view for the community and caring for the people of Maui.

14. Future Mayor Bissen eventually told Mr. Caires that he was considering running for Mayor of the County of Maui. Mr. Caires was excited for Bissen and completely supported him. Future Mayor Bissen also asked Mr. Caires to introduce him to Mr. Caires' community at the Kula Community Center.

15. Eventually, Mayor Bissen won the election and asked Mr. Caires if he would consider working for the Mayor's office.

16. Mr. Caires accepted the position as Chief of Staff to the Mayor because he felt that it would put him in a unique position to serve the community of Maui.

17. In January 2023, Mr. Caires was sworn as Mayor Bissen's Chief of Staff and began working for the County of Maui.

18. Prior to his appointment as Chief of Staff, Mr. Caires worked as a Commercial Banking Officer and owned and operated his own business. Mayor Bissen asked Mr. Caires to consider being part of the Mayor's administration and/or be his Managing Director of which Mr. Caires initially politely declined as he had a well-paying job at First Hawaiian Bank ("FHB") and a well performing business.

19. Mr. Caires disclosed to Mayor Bissen he would be willing to leave FHB and place his business responsibilities on hold to work as Chief of Staff for the Mayor's term.

20. Mr. Caires' educational background includes a high school diploma from Maui High School; Bachelor of Science degree from the University of Wyoming; Master's Degree in Business Administration from Chadron State College as well as a Doctorate in Education from St. Thomas University where his doctoral dissertation was on the financial literacy of Native Hawaiians.

21. Mr. Caires also has a background working for the Federal government's Small Business Administration as a loan specialist and the United States Department of Commerce Census Bureau as a General Partnership Specialist.

22. Mr. Caires employment and educational background gave him a unique understanding of financial agreements and monetary transactions with financial institutions which eventually led him to investigate potentially fraudulent activity regarding grants provided from the Mayor's Office of Economic Development ("OED").

23. Upon working as Chief of Staff, Mr. Caires was directed by Mayor Bissen to oversee Mayor Bissen's staff, work on staff safety training, policy initiatives, fielding public calls on behalf of the mayor, drafting letters for mayor, budget planning review, and to attend

high profile community events and to speak on behalf of Mayor Bissen in his absence across Maui County.

24. Mayor Bissen often sought advice from Mr. Caires and had him sit in on candidate interviews for positions within Mayor Bissen's office and in meetings with other government leaders such as Governors, U.S. senators, and military leadership.

25. Mayor Bissen relied on Mr. Caires to "watch [Mayor Bissen's] six," meaning to watch out for potential problems for Mayor Bissen. Mayor Bissen asked Mr. Caires to handle major problems and solve and manage challenges.

26. For example, after the Maui wildfires in 2023, Mayor Bissen received several threats, so he asked Mr. Caires to attend events with him. Mr. Caires also provided senior level advisement in Mayor Bissen's cabinet.

27. Mr. Caires was assigned by Mayor Bissen to work with President Joe Biden's Secret Service detail to coordinate the secure arrival of President Biden to Maui to meet with the Lahaina Community. Mr. Caires also worked with the Hawai'i National Guard under General Gary Hara in coordinating National Guard troops to provide security for the Lahaina burn zone.

28. During Mr. Caires time as Chief of Staff, his personnel file indicates that he was never reprimanded or received any negative performance reviews until he received his termination letter dated December 18, 2024.

#### **Mr. Caires Discovers Illegal Activity in the Workplace**

29. On or about March 12, 2024, Mr. Caires conferred with the Department of the Corporation Counsel, County of Maui ("DCCM"), regarding a request for legal service to the DCCM from Maui County Grant Specialist, "TT".

30. TT provided a file to the DCCM and Mr. Caires regarding suspicious activity of a grant given by the OED to grantee, “AVS”.

31. The next day, the DCCM emailed Mr. Caires to follow up on the call they had the previous day and requested that Mr. Caires review the file.

32. At that time, most grant agreements provided by the OED were signed by the Chief of Staff, Budget Director, Mayor, and/or the DCCM.

33. The implementation of grant agreements was managed by the OED.

34. As Chief of Staff, Mr. Caires was highly concerned of potentially fraudulent activity regarding grants from the OED and employees of Mayor Bissen’s office.

35. On or about March 14, 2024, Mr. Caires reviewed the file provided to him and discovered a suspicious invoice for \$45,532.32 from a company named RTFEX Depot dated August 16, 2023.

36. There were also unverifiable debit and credits of money to Mayor Bissen’s Executive Assistant, “MA” (a.k.a. “Pono”), in connection with RTFEX Depot and the AVS grant.

37. Based on information of belief, MA was a donor to Mayor Bissen’s mayoral campaign.

38. Mr. Caires noticed discrepancies in the RTFEX Depot invoice and no suite number for the business address in Scottsdale, AZ.

39. Mr. Caires’ extensive educational and occupational background working with financial institutions enabled Mr. Caires to identify potentially fraudulent activity.

40. Mr. Caires called the business phone number provided on the invoice from RTFEX Depot to verify the business credentials and was met with an answering machine with an automated voice message.

41. The message did not even state that it was RTFEX Depot.

42. Moreover, Mr. Caires searched the internet and could not find a company named RTFEX Depot that was listed on the invoice.

43. Mr. Caires also called the Arizona Corporation Commission and spoke with an administrator providing the address on the invoice as well as the business name.

44. The administrator told Mr. Caires that none of the information on the invoice were associated or registered to any address in Arizona.

45. Based on information and belief, Mr. Caires' investigation revealed that MA and AVS likely submitted false cashiers' checks made out to a fake company to the OED for reimbursement. Later that day, Mr. Caires called the DCCM and notified them that he believed there was fraud committed between AVS and MA with the OED based on his investigation and review of the file.

46. The DCCM then followed up with an email to Mr. Caires informing him that a formal investigation appeared to be the next step.

47. Mr. Caires agreed and recommended that a formal investigation be conducted to inspect the documents provided by AVS to the OED.

48. On or about March 14, 2024, Mr. Caires called the grantee of AVS, "RC", to question him about the grant funds he received for AVS.

49. RC stated that he was a friend of MA and that they attended school with each other on Moloka'i.

50. RC stated that MA was responsible for purchasing equipment for AVS because MA stated that he was able to get military discounts.

51. Mr. Caires reviewed the RTFEX Depot invoice and discovered that a military discount was not reflected on it.

52. RC also told Mr. Caires that RC could not make any contact with RTFEX Depot and that it was only MA who dealt directly with RTFEX Depot.

53. RC also stated that MA was responsible for getting the equipment to RC on Moloka`i.

54. On or about March 14, 2024, after his call with RC, Mr. Caires called MA who stated that he received the equipment he purchased from RTFEX Depot from a third party at the parking lot of Target in Kahului.

55. MA did not specify who the third party was.

56. MA also stated that the equipment could not be shipped directly to RC in Moloka`i because of the type of battery in the equipment.

57. MA stated that he would personally transport the equipment to RC on Moloka`i.

58. This further raised suspicion from Mr. Caires because the invoice from RTFEX Depot was dated August 16, 2023.

59. Mr. Caires asked MA if he could provide documents from a bank verifying funds debited from MA's bank and credited to RTFEX Depot.

60. MA replied that it would be difficult to get the bank statements since the transaction was so long ago and RTFEX Depot never provided a packing slip for the equipment.

61. MA was only able to provide a photo image of the equipment that he later provided to OED Director at that time, “LM”.

62. The photo image of the alleged equipment simply showed equipment laid out on a floor.

63. MA also stated to Mr. Caires that he spoke with Mayor Bissen and that Mayor Bissen already knew about MA’s involvement in the transaction.

64. MA stated, “I talked to boss [Mayor Bissen] already, and I thought this was done.”

65. Mr. Caires then asked MA to get the requested information back to Mr. Caires by end of day on March 20, 2024.

66. This was the last time Mr. Caires spoke with MA.

#### **Mr. Caires Reports Illegal Activity in the Workplace to Mayor Bissen**

67. On or about March 15, 2024, Mr. Caires first reported to Mayor Bissen the investigation Mr. Caires was conducting into AVS and the appearance of fraud between AVS and MA with the OED.

68. Mayor Bissen then directed Mr. Caires to speak with LM regarding the matter.

69. Thereafter, Mr. Caires spoke with LM, and she stated that MA had a letter from the Maui County Board of Ethics (“Board of Ethics”) dated October 27, 2023, that verified he was allowed to participate in the grant to AVS.

70. Mr. Caires’ investigation revealed that MA’s request for the letter from the Board of Ethics was made on or about July 26, 2023.

71. The transaction of the AVS grant money to MA allegedly took place on or about August 16, 2023, prior to any Board of Ethics letter being issued.

72. LM also admitted that she was “just trying to help [MA]” regarding the AVS grant.

73. LM provided Mr. Caires with a photo image from her phone of the equipment MA allegedly purchased from RTFEX Depot.

74. The photo image only showed equipment on a blank floor and did not verify the origin of the equipment.

75. On or about March 15, 2024, Mr. Caires called Mayor Bissen’s Executive Assistant, ZK.

76. MA and ZK were close friends at work so Mr. Caires wanted to see if ZK had any knowledge of MA’ participation in grants from the OED.

77. Mr. Caires told ZK that Mr. Caires was concerned about a transaction involving MA and grantee, RC.

78. ZK stated that he would talk to MA about it. ZK also stated that he never saw MA exchange equipment with another party, but he was aware of MA’s participation in a grant transaction and did not know the specifics.

79. On or about March 18, 2024, ZK told Mr. Caires that he drove MA to Hawaii State Federal Credit Union (“HSFCU”) so MA could get the bank statements Mr. Caires requested.

80. ZK stated that the HSFCU said they would provide the documents in about seven to ten (7 to 10) business days.

81. Mr. Caires became even more suspicious because the cashiers' check to MA he reviewed from the file and requested the bank statements for were from American Savings Bank.

82. On or about March 20, 2024, ZK told Mr. Caires that MA again went to the HSFCU and requested documents and the HSFCU stated it would take some time to get the documents because it was over thirty (30) days.

83. This further raised suspicion to Mr. Caires because it contradicted the timeline of getting the documents previously told to him.

84. On or about March 19, 2024, Mr. Caires drafted a Notice of Interview Regarding Internal Workplace Investigation ("the Notice") for MA with the assistance of the DCCM.

85. Mr. Caires gave a copy of the Notice to Mayor Bissen.

86. Mayor Bissen indicated that he did not want anything to do with the Notice and appeared agitated by it.

87. On or about March 20, 2024, Mayor Bissen's Senior Executive Assistant at that time, CL, who was the supervisor of Mayor Bissen's Executive Assistants including MA, gave Mr. Caires a copy of MA's HSFCU bank account statement.

88. It showed approximately \$20,000.00 and transactions from another vendor that had nothing to do with the invoices or the cashiers' checks in the AVS file that was the focus of Mr. Caires' investigation.

89. Mr. Caires found it odd that CL hand delivered MA's personal bank statement on behalf of MA.

90. CL told Mr. Caires that MA admitted that he made a mistake and was feeling bad about it and that MA was planning to leave his job as Executive Assistant.

91. Mr. Caires then explained the investigation to CL regarding MA and his possible fraudulent activity with AVS and the OED.

92. CL appeared bothered and did not want to know more about the investigation.

93. CL also admitted that she knew MA acted as an agent in other grants that had nothing to do with his role as Executive Assistant.

94. Mr. Caires believed that MA acting as an agent on the AVS grant was not only a violation of the terms of the grant agreement, but also fraud against the County of Maui by an employee of Mayor Bissen's office.

95. On or about April 16, 2024, Mr. Caires spoke with Mayor Bissen and reported to him an update of the investigation into MA.

96. Mayor Bissen returned to Mr. Caires a packet containing documents regarding the investigation Mr. Caires conducted.

97. Mr. Caires notified Mayor Bissen that he was placing the Notice on MA's desk.

98. Mr. Caires put the Notice on MA's desk with a note requesting that MA sign acknowledgement of the Notice by 10:00 a.m. the following day.

99. The next day, MA emailed Mr. Caires requesting an extension of time to sign the Notice.

100. Later that day, Mr. Caires responded and stated he could not give MA legal advice and that an investigation into MA already started.

101. Mr. Caires received guidance from the DCCM to tell MA that he should speak to the Human Resources department. Mayor Bissen was cc'd on the email.

102. On or about April 26, 2024, MA did not show up to a scheduled meeting with Mr. Caires. Mr. Caires then emailed MA and cc'd Mayor Bissen and the DCCM and notified them that he was waiting to meet with MA.

103. On or about April 30, 2024, Mayor Bissen called Mr. Caires at home and was upset with Mr. Caires.

104. Mayor Bissen notified Mr. Caires that MA had a letter from the Board of Ethics that stated MA was allowed to be involved with the grant to AVS.

105. However, Mr. Caires was not just concerned whether MA should have been able to act as an agent in the AVS grant, but he was most concerned that MA may have defrauded the County of Maui and conspired with the Office of the Mayor staff to embezzle \$45,532.32 that AVS received from the OED grant.

106. Mr. Caires told Mayor Bissen that there should be an investigation despite the letter from the Board of Ethics.

107. Mayor Bissen got upset at Mr. Caires and ordered him to stop the investigation into MA.

108. When Mr. Caires got off the phone, he realized that he was being directed by Mayor Bissen to ignore illegal activity in the workplace.

109. Mr. Caires felt that he would be complicit in violating the law if he stopped the investigation.

110. Mayor Bissen also directed Mr. Caires to notify the DCCM that Mayor Bissen wanted the investigation to stop and instead, convert the investigation into an audit.

111. When Mr. Caires reported this to the DCCM they along with Mr. Caires did not agree with Mayor Bissen's decision.

112. Eventually, Mr. Caires and others including, but not limited to, the administrator in the Department of Finance at that time, "MS", also reviewed the Board of Ethics letter and determined that it did not authorize the extent of MA's participation in the AVS grant that he engaged in.

113. Thereafter, Mr. Caires once again reported the investigation of MA to Mayor Bissen at a meeting in Mayor Bissen's office.

114. Several staff attorneys of the DCCM and LM were also at the meeting.

115. Mr. Caires began explaining that MA's documents were fake and then was abruptly cut off by Mayor Bissen.

116. Mayor Bissen decided that an audit, rather than an investigation into AVS, would be the course of action.

117. In another cabinet meeting, Mayor Bissen was surprised to learn that the investigation into MA was an ongoing issue and concern. Also present at the meeting were several staff attorneys of the DCCM, LM, and the Department of Finance Director at that time, MM.

118. After the meeting, when everyone left the room, a DCCM attorney told Mr. Caires that he should consider getting his own attorney for retaliation against him.

119. On or about April 29, 2024, Mr. Caires texted Mayor Bissen regarding the investigation into MA as well as another grant from the OED that MA was involved in.

120. Mr. Caires discovered that MA received funds from another grant where MA was not named in the grantee's application.

121. Mayor Bissen replied, “[MA] got approval from the ethics board.”

122. Mr. Caires replied, “...I’m not sure if it was specifically cleared for purpose of the two grants. I never saw the letter and somehow you, me, [the DCCM], and [MO] signed the grant agreement not knowing [MA] was involved and I would have caught that.”

123. Mr. Caires recommended that MA be terminated and be removed from the OED.

124. Mayor Bissen did not terminate MA and then directed Mr. Caires not to speak with MA alone and to have CL conduct a meeting with MA.

125. Thereafter, Mayor Bissen inexplicably reassigned MA from his job as Executive Assistant to a position in the OED working in the department that issues grants.

126. Mayor Bissen initially directed Mr. Caires to reassign MA to the OED but then abruptly changed his mind and directed CL to coordinate with MA the placement of MA’s position in the OED.

127. This baffled Mr. Caires because MA was previously under investigation for defrauding the OED.

128. MA ultimately resigned from the County of Maui after Mr. Caires objected to MA’s reassignment.

129. Following Mr. Caires’ investigation into MA, he reviewed grants from the OED that MA may have been involved in.

130. Mr. Caires discovered that LM appeared to be inappropriately using her position as the Director of the OED to allow her family members to benefit from grants.

131. Specifically, Mr. Caires questioned the “BMM” grant after he noticed that the address listed on the business registration with the state Department of Commerce and Consumer Affairs was that of LM’s husband, her son’s business, and the business that she owned prior to her employment with the County of Maui.

132. Mr. Caires raised concerns to Mayor Bissen regarding the appearance of impropriety from LM.

133. Mr. Caires also discovered other potential instances of impropriety with other grants.

134. Mr. Caires suggested to the DCCM that the OED freeze all payments to grantees until investigations could ascertain the legitimacy of the grants.

135. Mr. Caires did not know how many other employees may have been involved or were aware of the violations and impropriety involving the grants. Mr. Caires refused to approve or sign off on any further invoices once he raised his concerns and did not believe that it was appropriate for CL to continue to be in a supervisory role in the OED.

136. On or about May 8, 2024, MO of the OED gave Mr. Caires an invoice from BMM to sign off on for payment.

137. MO stated that LM directed her to have Mr. Caires sign the document.

138. Mr. Caires questioned why he should sign it instead of LM.

139. Mr. Caires refused to sign the invoice because he could not ascertain whether there was any conflict of interest, especially after given all his findings during the investigation into MA and other grants.

140. Soon thereafter, Mayor Bissen directed Mr. Caires to sign the BMM invoice.

141. Mr. Caires felt intimidated and indicated that he did not want sign it.

142. Mayor Bissen appeared annoyed by Mr. Caires and told him, “[T]here is nothing wrong with this.”

143. Mr. Caires then proceeded to sign the invoice as directed by Mayor Bissen and wrote “per Mayor” by his signature to reflect Mayor Bissen’s order.

144. Around July 2024, the Board of Ethics issued an advisory opinion relating to LM and the OED issuing grants to certain individuals.

145. The Board of Ethics determined that a conflict of interest existed between LM and at least one grant given by the OED.

146. On or about August 8, 2024, Mayor Bissen issued a notice to County staff informing them that LM was to be placed on leave with pay.

147. During his investigations, Mr. Caires frequently notified the DCCM of his findings. He felt that the DCCM was the one department that he could trust.

148. Based on information and belief, on or about August 2, 2024, the DCCM notified Mayor Bissen of potential impropriety with the OED grants and employees in the mayor’s office.

149. On or about August 22, 2024, Mayor Bissen issued a press release regarding his authorization that the Finance Department conduct an internal audit of grants administered by the OED due to concerns brought to the attention of the administration.

150. Ironically, Mayor Bissen stated, “Safeguarding our County of Maui community, our people, and our values is a critical responsibility that can only be accomplished with public trust and confidence... I want to underscore my unwavering commitment to upholding a culture of the highest ethical standards within my Administration. We have a zero-

tolerance policy for any ethical violations, and I want to assure everyone that all infractions will be met with appropriate consequences.”

**Mr. Caires Was Retaliated Against and Demoted**

151. Starting around April 2024, shortly after Mr. Caires reported the investigation of MA to Mayor Bissen, Mr. Caires’ job duties as Chief of Staff were steadily reduced.

152. For example, Mayor Bissen no longer asked him to be in decision-making meetings.

153. Mr. Caires was also no longer asked to lead interviews with grantees regarding performances around grant agreements.

154. Mr. Caires was also removed from coordinating with the Federal government and military on ongoing matters.

155. Mr. Caires was removed from previously planned out-of-state meetings and events.

156. Mr. Caires was also removed from making speeches.

157. Mayor Bissen changed his daily routine of communicating with Mr. Caires to check-in to infrequent check-ins.

158. In May 2024, Mayor Bissen called a meeting with Mr. Caires. At the meeting, Mayor Bissen directed Mr. Caires to “change [his] focus” of work to being Energy Commissioner and help steward a contract between the County of Maui and Johnson Controls (a third-party contractor).

159. Mayor Bissen also stated that he was eliminating the Chief of Staff position due to budgeting issues.

160. Mr. Caires was in shock as Mayor Bissen's reasoning did not make sense.

161. Mayor Bissen was redirecting Mr. Caires away from his investigations of grants and the OED.

162. Mayor Bissen also falsely claimed that Mr. Caires became the Energy Commissioner in March 2024.

163. Mr. Caires along with other employees from the Mayor's office simply attended an energy conference Maui around March 2024.

164. Mayor Bissen stated that if Mr. Caires did not accept the position, then the only other option was that he would be terminated.

165. On or about October 1, 2024, Mayor Bissen demoted Mr. Caires as Chief of Staff to Energy Commissioner.

166. Mayor Bissen promoted CL to the position of Chief of Staff.

167. Mr. Caires accepted the job position as he needed employment to support his family.

168. This new job position initially came with a lower position tier and a significant reduction in salary and Mr. Caires was relocated to an offsite office space not in the Mayor's office building where non-Maui County organizations also have offices.

169. Mr. Caires told Mayor Bissen that he would accept the position because there were no other options.

170. Thereafter, Mayor Bissen frequently asked Mr. Caires what he was doing and if he found another job.

171. As Energy Commissioner, Mr. Caires fulfilled his job duties meeting with budget committees and Johnson Controls to finish Phase I of the Johnson Controls project successfully and providing responses to questions on the project .

172. Mr. Caires was also working with Johnson Controls on Phase II of the project to help ensure its success.

173. As a direct consequence of Mr. Caires' whistleblowing and refusing to approve and fully sign off on grant expenditures for the OED, his normal workload as Chief of Staff decreased.

174. Based on information and belief, Mr. Caires was demoted to Energy Commissioner to remove him from any of the oversight and investigations into grant transactions with the OED.

175. Mr. Caires endured significant health issues due to retaliation by the County and Mayor Bissen.

**Mr. Caires Was Wrongfully Terminated While on Medical Leave**

176. Starting around September 2024, Mr. Caires began taking intermittent medical leave due to conditions he developed stemming from the retaliatory acts from the County and Mayor Bissen.

177. On or about December 23, 2024, the day Mr. Caires returned from approved medical leave, he found his termination letter from Mayor Bissen on his desk dated December 18, 2024, stating in part:

“This letter is to inform you that your at-will employment as the Maui County Energy Commissioner will terminate effective the close of business January 15,

2025. Although our agreement clearly was for your time to end on December 31, 2024, I will extend you this final courtesy.”

“You have served as Energy Commissioner since May 2024, but I have not observed the level of expertise, management skills, attention to detail, or enthusiasm for energy efficiency required to ensure the success of these initiatives. Furthermore, I require an Energy Commissioner capable of managing and leading the upcoming JCI, Inc. Phase II implementation to ensure progress in these areas in the years ahead...Unfortunately, I do not have the confidence in your ability to fulfill this responsibility.”

178. The reasons for Mr. Caires’ termination as stated in the termination letter are patently false and can all be discredited.

179. Mr. Caires was never reprimanded or notified that he was not fulfilling his duties as Energy Commissioner until he was terminated.

180. Moreover, Mayor Bissen falsely claimed that Mr. Caires previously agreed that his employment as Energy Commissioner would end on December 31, 2024.

181. Mr. Caires never once indicated to Mayor Bissen that he intended to resign effective December 31, 2024.

182. Mr. Caires never provided any letter of resignation.

183. Nor did Mr. Caires ever indicate to Mayor Bissen or his office that December 31, 2024, would be Mr. Caires’ last day as Energy Commissioner.

184. Mayor Bissen attempted to bribe Mr. Caires into resigning asking, “what would it take.”

185. After Mr. Caires was terminated, a recent Fraud Risk Assessment report submitted by Spire Hawaii LLP for the Office of the County Auditor, County of Maui, found that amongst other things, “[T]he County’s existing controls are not adequate to mitigate likely fraud risks because they do not cover significant areas of fraud exposure.”

186. Much of the Fraud Risk Assessment report identifies issues that Mr. Caires discovered during his investigations of potentially fraudulent activity regarding grants from the OED and employees of Mayor Bissen’s office.

187. In summation, Defendant County of Maui clearly violated Mr. Caires’ civil rights in employment when Mayor Bissen retaliated against him after he reported suspected fraud in the workplace and ultimately wrongfully terminated Mr. Caires. Specifically, Mr. Caires reported to Mayor Bissen that he believed fraud was being committed with employees of the County of Maui Mayor’s office and grantees regarding grants provided by the OED. The retaliatory acts against Mr. Caires are a clear violation of the law.

**COUNT I-RETALIATION**

**(Violation of HRS 378-62; Hawai`i’s Whistleblowers’ Protection Act)**

188. Plaintiff realleges and incorporates each allegation set forth in the preceding paragraphs of this Complaint by reference and further alleges as follows:

189. The treatment of Mr. Caires, as described aforesaid, evidences retaliation against Mr. Caires for reporting illegal practices at the County of Maui.

190. An employer shall not retaliate against an employee based on their whistleblowing under HRS, § 378-62 which states in pertinent part as follows:

An employer shall not discharge, threaten or otherwise discriminate against an employee...because:

- (1) The employee... reports or is about to report to the employer...verbally or in writing, a violation or suspected violation of:
  - (A) A law, rule, ordinance, or regulation, adopted pursuant to the law of this State, a political subdivision of the State or the United States;

191. Defendant's conduct as described above is a violation of HRS § 378-62(1)(A). The aforementioned acts and/or conduct of Defendant entitle Plaintiff to damages as provided by law. As a direct and proximate result of said unlawful employment practices Plaintiff has suffered and sought professional treatment for extreme mental anguish, outrage, depression, great humiliation, severe anxiety about his future and his ability to support himself and family, as well as painful embarrassment among his relatives and friends, damage to his good reputation, disruption of his personal life, loss of enjoyment of the ordinary pleasures of everyday life and other general damages in an amount which meets the minimal jurisdictional limits of this Court.

**COUNT II-WRONGFUL TERMINATION**  
**(Wrongful Termination In Violation of Public Policy)**

192. Plaintiff realleges and incorporates each allegation set forth in the preceding paragraphs of this Complaint by reference and further alleges as follows:

193. The County of Maui's termination of Mr. Caires as described herein is actionable in tort and constitutes a violation of clear mandates of public policies, pursuant to *Parnar v. Americana Hotels, 65 Haw. 370 (1982)*, including but not limited to the following:

- a. Fraud being committed with employees of the County of Maui Mayor's office regarding grants provided by the County of Maui's Office of Economic Development.

194. The aforementioned acts and/or conduct of Defendant entitle Plaintiff to

damages as provided by law. As a direct and proximate result of said unlawful employment practices Plaintiff has suffered and sought professional treatment for extreme mental anguish, outrage, depression, great humiliation, severe anxiety about his future and his ability to support himself, as well as painful embarrassment among his relatives and friends, damage to his good reputation, disruption of his personal life, loss of enjoyment of the ordinary pleasures of everyday life and other general damages in an amount which meets the minimal jurisdictional limits of this Court.

### **REQUEST FOR RELIEF**

WHEREFORE, the Plaintiff respectfully requests this Court to grant the following relief:

- A. A declaratory judgment be issued that the Plaintiff's rights have been violated as alleged.
- B. An award to the Plaintiff for compensatory, special, statutory, liquidated, exemplary, and punitive damages and other monetary relief in the amount to be determined and prejudgment interest entered to the maximum extent permitted by law.
- C. That this Court retain jurisdiction over this action until the Defendant has fully complied with the order of this Court and that this Court require the Defendant to file such reports as may be necessary to secure compliance.
- D. That this Court award Plaintiff reasonable attorneys' fees and costs of suit herein as provided by statute or otherwise as well as prejudgment and post-judgment interest;
- E. That this Court award Plaintiff such other and further relief both legal and equitable as this Court deems just, necessary and proper under the circumstances.

DATED: Honolulu, Hawai`i, April 24, 2026.

/s/ Joseph T. Rosenbaum  
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