

Great Committee

From: Maui_County Council_mailbox
Sent: Tuesday, February 27, 2024 8:13 AM
To: Great Committee
Subject: FW: WRITTEN TESTIMONY GREAT 24-13 - PLEASE SEE ATTACHED SETTLEMENT OFFER
Attachments: COUNCIL SETTLEMENT 2 27 24.pdf

Hello GREAT Committee,

Forwarding to you from the county.council@mauicounty.us inbox.

Thank you.

From: Chris Salem <chrissalem8@yahoo.com>
Sent: Monday, February 26, 2024 8:58 PM
To: Maui_County Council_mailbox <county.council@mauicounty.us>; Nohe M. Uu-Hodgins <Nohe.Uu-Hodgins@mauicounty.us>
Cc: Alice L. Lee <Alice.Lee@mauicounty.us>; Gabe Johnson <Gabe.Johnson@mauicounty.us>; Shane M. Sinenci <Shane.Sinenci@mauicounty.us>; Tasha A. Kama <Tasha.Kama@mauicounty.us>; Yukilei Sugimura <Yukilei.Sugimura@mauicounty.us>; Thomas M. Cook <Thomas.Cook@mauicounty.us>; Tamara A. Paltin <Tamara.Paltin@mauicounty.us>; Keani N. Rawlins <Keani.Rawlins@mauicounty.us>; Richard E. Mitchell <Richard.Mitchell@mauicounty.us>; Mayors Office <mayors.office@mauicounty.gov>
Subject: WRITTEN TESTIMONY GREAT 24-13 - PLEASE SEE ATTACHED SETTLEMENT OFFER

You don't often get email from chrissalem8@yahoo.com. [Learn why this is important](#)

Resolution

No. 24-13

- F. WHEREAS Corporation Counsel informed the County Council that Judge Cahill ruled that they were conflicted from participating in this lawsuit due to their role in the execution of the unaccounted-for "deferral" agreements.

N. WHEREAS Corporation Counsel Deputy Tarnstrom made a sobering statement to Honorable Judge Cahill during an open Court hearing, attempting to justify the continued withholding of government records, which Judge Cahill ultimately ordered to be produced.

“Even if it shows corruption by Corp Counsel and we intentionally tried to hurt Mr. Salem, that has nothing to do with, like, what his claims are.”

O. WHEREAS the record shows Deputy Tarnstrom lied to the face of the Court and repeated Corporation Counsel’s false representations of Salem’s claims to the members of the Maui County Council in public hearings.

P. WHEREAS Salem and Victorino’s signed agreement released the County of Maui from financial liability.

MAUI COUNTY COUNCIL GREAT COMMITTEE

Tuesday, February 27, 2024

REQUEST TO DENY & FILE RESOLUTION 24-13

ADDITIONAL COMPENSATION TO SPECIAL COUNSEL “KSG”

~~~

MEMBERS OF THE MAUI COUNTY COUNCIL

IT HAS COME TO MY ATTENTION THAT THE ATTACHED SETTLEMENT PROPOSAL MAY HAVE BEEN WITHHELD FROM THE MEMBERS OF THE MAUI COUNTY COUNCIL BY CORPORATION COUNSEL.

THE COUNCIL HAS THE AUTHORITY TO INVESTIGATE THE FOLLOWING CLAIMS AND AVOID UNNECESSARY LITIGATION.

**PLANNING DIRECTOR:** WHY WON'T YOUR DEPARTMENT PERFORM A FIELD INSPECTION OF THE DEVELOPER'S SMA PERMIT SM2 2000 0042 AND DOCUMENT THE VIOLATIONS AS MAYOR VICTORINO REQUESTED?

**PUBLIC WORKS DIRECTOR:** WHY WON'T YOU PROVIDE NOTICE TO THE DEVELOPERS CIVIL ENGINEER TO CORRECT THEIR CIVIL ENGINEERING DRAWINGS TO INCLUDE THE INFRASTRUCTURE OMISSIONS FROM THE CONDITIONED SMA PERMIT PURSUANT TO TITLE 18 OF THE MAUI COUNTY CODE?

**COUNTY AUDITOR:** WHY IS ONE DISPUTED DEFERRAL AGREEMENT HOLDING UP THE ENTIRE AUDIT OF THOUSANDS OF DEVELOPER AGREEMENTS? AND FINALLY;

DOES CONFLICTED CORPORATION COUNSEL REPRESENT THE COUNTY AUDITOR ON AN AUDIT WHICH CENTERS ON AN INVESTIGATION OF THEIR DEPARTMENTS ROLE IN THE EXECUTION OF THOUSANDS OF UNTRACKED DEVELOPER AGREEMENTS?

Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761  
chrissalem8@yahoo.com

January 24, 2024

KOBAYASHI, SUGITA & GODA LLP  
Stephen G.K. Kaneshiro, Esq  
Craig K. Shikuma, Esq  
Max A. Ching, Esq  
999 Bishop Street, Suite 2600,  
Honolulu, HI 96813 |  
Attorneys for the County of Maui

Re: Civil No. 2CCV-21-0000048

Dear Counsel.

I am hereby presenting in good faith a global settlement offer pursuant to Rule 408 of the Hawaii Rules of Evidence. To release the burden on the Honorable Court, I am willing to accept a settlement upon the Jury trial claims independent of the Bench trial claims.

I respectfully request acceptance of the attached terms and conditions, or in the alternative, a counter proposal accepting the individual conditions that are agreeable.

Respectfully.

*Christopher Salem*

'cc: file

Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761  
chrissalem8@yahoo.com

### **BACKGROUND**

- A. WHEREAS, on November 9, 2021, Salem filed a First Amended Complaint (“FAC”) against Defendants in the Circuit Court of the Second Circuit, State of Hawaii (“Circuit Court”), designated as *Civil No. 2CCV-21-0000048* (“Lawsuit”);
- B. WHEREAS, Salem's FAC made numerous claims, including the breach of a signed agreement and promises by Victorino to enforce County laws and ordinances, and Corporation Counsel’s unclean hands in the negligent execution of thousands of “deferral” agreements with private developers that knowingly shifted tens of millions of dollars of financial obligations onto the County and taxpayers.
- C. WHEREAS the FAC also asserts that Corporation Counsel Director Moana Lutey violated employment laws by refusing to take action on Salem’s multiple employee whistleblower notices identifying violations of the Maui County Code by County officials, including the UpCountry Water Bill and Brown Development’s “monster” home in Napili, to name a few.
- D. WHEREAS previously withheld County records now reveal that for over two decades, the Department of the Corporation Counsel has interfered with the legitimate government functions of the Maui County Council and the County Auditor to cover up their misdealing’s.
- E. WHEREAS, Corporation Counsel’s years of obstruction of discovery by withholding government records from Salem was cause for Judge Cahill to order sanctions on Corporation Counsel, with further sanctions now being pursued. (*See Attached*)
- F. WHEREAS Corporation Counsel informed the County Council that Judge Cahill ruled that they were conflicted from participating in this lawsuit due to their role in the execution of the unaccounted-for “deferral” agreements.
- G. WHEREAS Judge Hammond's failure to disclose her conflicted relationship involving the deferral agreements for many years eventually led to her recusal from the case, which justifies expunging the prior County Motions and pleadings.
- H. WHEREAS the County Auditor allowed Corporation Counsel to penetrate the independent audit of the deferral agreements prior to Corporation Counsel’s removal from the case, raising claims of collusion and acting outside of their authority. Further claims against the Auditor are being pursued.

Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761  
chrissalem8@yahoo.com

- I. WHEREAS, the County Auditor has questionably delayed the Audit of the “deferral” agreements for years, thereby denying Salem the ability to seek millions in recovery to the County through a *Qui Tam* action.
- J. WHEREAS Salem and his family have endured an unconscionable degree of injuries as a result of Corporation Counsel’s and former Public Works Director Milton Arakawa’s concealment of government records and manipulation of County the “deferral” agreement in Salem’s former “3 Lot or Less” subdivision.
- K. WHEREAS Salem accepted a staff position with the Office of the Mayor based on Victorino’s promise to ensure that Developer Lot 48A, LLC returned to their subdivisions to complete the roadway infrastructure to Lower Honoapiilani Road as Warren S. Unemori Engineering, Inc represented in the conditioned SMA Permit SM2 2000 0042.
- L. WHEREAS Victorino and Corporation Counsel Director Lutey were aware that County violation notices issued to Developer Lot 48A, LLC and Warren S. Unemori Engineering, Inc. would provide the “smoking gun” evidence to Honorable Judge Cardoza in a related case that proves that former Public Works Director Arakawa fraudulently slandered Salem’s real property title.
- M. WHEREAS, the previously concealed County records, and communications now prove Corporation Counsel Director Moana Lutey obstructed Victorino from performing on his duties and promises and advised the County Directors not to enforce the County laws and ordinances to avoid exposing Corporation Counsel’s gross negligence and unclean hands.
- N. WHEREAS Corporation Counsel Deputy Tarnstrom made a sobering statement to Honorable Judge Cahill during an open Court hearing, attempting to justify the continued withholding of government records, which Judge Cahill ultimately ordered to be produced.  
  
***“Even if it shows corruption by Corp Counsel and we intentionally tried to hurt Mr. Salem, that has nothing to do with, like, what his claims are.”***
- O. WHEREAS the record shows Deputy Tarnstrom lied to the face of the Court and repeated Corporation Counsel’s false representations of Salem’s claims to the members of the Maui County Council in public hearings.
- P. WHEREAS Salem and Victorino’s signed agreement released the County of Maui from financial liability.
- Q. WHEREAS. Director Lutey’s conflicted representations have unethically shifted the financial liability back onto the County.

Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761  
chrissalem8@yahoo.com

- R. WHEREAS Director Lutey's obstruction has denied Salem from seeking full financial restitution from Developer Lot 48A, LLC, their professional consultants Warren S. Unemori Engineering, Inc., and Munekiyo and Hiraga, Inc.
- S. WHEREAS, Salem reluctantly presents the settlement demands to the County, which the responsible parties should lawfully bear.
- T. NOW THEREFORE, in consideration of Plaintiff Salem releasing the County of Maui, Developer Lot 48A, LLC, Warren S. Unemori Engineering, Inc., and the independent County Auditor, the Parties mutually represent and agree as follows:

### **TERMS FOR SETTLEMENT**

In consideration of the terms and conditions of settlement set forth herein, Plaintiff Salem shall agree to dismiss all pending and potential further litigation pertaining to the First Amended Complaint. (*Civil No.* 2CCV-21-0000048)

#### **MAYOR BISSEN'S ADMINISTRATION**

Pursuant to the powers and authorities set forth in Maui County Charter, the Bissen Administration shall act upon their duties to ensure that Developer Lot 48A, LLC's professional consultants comply with the adopted provisions of the Maui County Code and SMA Rules, as follows.

- 1. Pursuant to the SMA Rules adopted by the Maui County Planning Commission**
  - a. Notice of Warning to Developer Lot 48A, LLC**
    - i. The Planning Director shall facilitate a field inspection of SMA Permit SM2 2000 0042 to document the fact that Developer Lot 48, LLC failed to complete the roadway infrastructure and drainage improvements to Lower Honoapiilani Road as conditioned in their signed oceanfront subdivision SMA Permit. Subsequently, a Notice of Warning shall be issued to the Developer Lot 48A, LLC by the Planning Director.
- 2. Pursuant to Maui County Code Title 18.44 VIOLATION – PENALTY.**
  - a. Notice to Civil Engineer to Correct Omissions from Engineering Drawings**
    - i. Corporation Counsel Director Victoria J. Takayesu shall provide notice of intent to institute an action against Warren S. Unemori Engineering, Inc. demanding that they correct their omissions of the roadway infrastructure and drainage improvements to Lower Honoapiilani Road

Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761  
chrissalem8@yahoo.com

within their civil engineering drawings as represented in their conditioned Order of Magnitude Valuation of Work to be performed on behalf of Developer Lot 48A, LLC's oceanfront subdivision SMA Permit SM2 2000 0042. (LUCA File No. 4.805)

- ii. Corporation Counsel shall seek maximum fines and penalties against Warren S. Unemori Civil Engineering, Inc., for facilitating the issuance of an illegitimate SMA Minor Permit, thereby intentionally denying citizens of their lawful rights to public hearings, which they fraudulently represented to the Court of the Second Circuit they played no role as a licensed professional.

### **MAUI COUNTY COUNCIL**

#### **3. Recovery of developer debts owed to the County of Maui.**

- a. Upon resolution of the current litigation, the Maui County Council shall order an independent Audit of the thousands of private developer roadway infrastructure "deferral" agreements to provide the foundation for adopting legislation to assess and collect upon the tens of millions of dollars of deferred debts owed to the County of Maui resulting from Whistleblower Salem's discovery and personal injuries.
  - i. The County of Maui shall enter a "*Qui Tam*" form of agreement wherein Plaintiff Salem receives 11% of all monies recovered from the previously unaccounted-for developer agreements.

#### **4. Reconciliation of professional injuries.**

- a. For over two years and at their own expense, Plaintiff Salem's team of affordable housing experts with Anuenue Housing Group, LLC ("AHG") negotiated a global legal settlement on the Fairways subdivision (*Civil No. 07-1-0258(1)*) and the Sand Hills Cabebe litigation. (*Civil No. 09-10245(1)*)
- b. AHG agreed to build fifty-five 100% workforce and senior citizen housing units and lower the massive concrete walls that Warren S. Unemori Engineering, Inc. designed in violation of the County Code to the detriment of the neighboring local residents.
- c. With the Director of Corporation Counsel Pat Wong consulting, AHG's negotiated settlement reduced the County's financial liability down from \$21MM to just \$7MM.
- d. At the 11th hour, Director Wong derailed AHG's settlement claiming the lack of a public request for proposals (RFP) was a procurement violation and he refused to submit the proposal to the County Council for approval. Director Wong's conclusions were disputed by AHG's legal counsel.
- e. Defendant Victorino, a County Council Member at the time, has affirmed that Director Wong wrongfully withheld AHG's settlement from the Council.
- f. Instead, Director Wong presented a settlement that he negotiated in private which cost the County over \$14MM, and provided no wall removal or affordable housing



Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761  
chrissalem8@yahoo.com

built. The County Council annually budgets around \$75,000 to maintain the vacant lots, and the offending walls are now crumbling.

- g. In 2017 the County tried to auction off the fifty-five still unbuilt parcels starting at \$7MM. There were no takers.
- h. In 2022, the Victorino administration offered a number of the Fairway parcels to local affordable housing entities for free and with no request for proposals, proving that Director Wong's objections were false and vengeance-driven against Plaintiff Salem, and laying the foundation for further legal claims, which are forthcoming.
- i. To allow Plaintiff Salem to rebuild his professional life and provide a home for his family, as a condition of settlement, the County of Maui shall quitclaim the interest in two parcels obtained through the AHG negotiated global settlement. (380890740000 & 380890760000)

**5. Reconciliation of wrongful termination.**

- a. In consideration of Plaintiff Salem's ongoing financial injuries and physical duress from the substantial retaliation over his whistleblower claims on the Brown Development, Upcountry Water Bill, Palama Drive, and the thousands of "Deferral" Agreements, all of which terminated the administrative abuse of authority to specifically benefit private developers at the public's expense:
  - i. Two years' salary, health benefits, employment benefits, and compensation equal to Plaintiff Salem's compensation as a staff member of the Office of the Mayor in the amount of \$140,000.00.

**6. Reconciliation of personal and professional injuries**

- a. Mayor Victorino promised to hold Developer Lot 48A, LLC accountable for the injuries they caused to Plaintiff Salem's family. With Corporation Counsel recused from this case, documents that they previously withheld now reveal that immediately after taking office, Mayor Victorino did legitimately request that Planning Director Mclean review the SMA Permit in question and take any appropriate enforcement action.
- b. A documented field inspection and subsequent notice of warning will prove that the County-induced liens that slandered Plaintiff Salem's real property title were unlawful. Those liens were the direct cause of the wrongful foreclosure of Plaintiff Salem's family home.
  - i. To repair and mitigate the ongoing widespread financial harm inflicted upon Plaintiff Salem's family, including the loss of their family home, residential investment property, destruction of credit and subsequent loss of professional opportunities, unpaid Creditors whose security was lost through the conspired wrongful foreclosure, and for the hundreds of thousands of dollars of unwarranted legal fees and costs spanning over two decades, the County agrees to adjoin Plaintiff Salem in a Motion to Expunge a fraudulently induced Arbitration award to Developer Lot

Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761  
chrissalem8@yahoo.com

48A, LLC. By doing so, Plaintiff Salem can lawfully seek recovery of his injuries from the responsible parties, which are estimated to be more than five million dollars.

- ii. In the alternative to the conditions set forth herein, Plaintiff Salem is willing to accept a good faith monetary settlement in consideration for a release of all future claims against the County of Maui, Developer Lot 48A, LLC, and Warren S. Unemori Engineering, Inc.

### **SUMMARY**

Salem reaffirms that conflicted Corporation Counsel is directly responsible for this financial impact on the County and Salem's family on multiple instances;

(1) The reckless disregard for the public interest in the execution of thousands of private developer agreements which shifted private developers' financial obligations onto the County;

(2) The refusal to enforce County ordinances upon a private developer and their professional consultants who conspired to fraudulently slander Salem's real property title in violation of established County law.

In conclusion, Salem believes the members of the Maui County Council have the power and authority to investigate the conflicting decisions of the Corporation Counsel and declare that Developer Lot 48A, LLC's signed subdivision entitlements included accepting the lawful responsibility to complete the "deferred" roadway infrastructure and drainage improvements represented in their conditioned SMA Permit.

By doing so, the County Audit of the developer "deferral" agreements would move forward towards millions in recovery and Salem's family injuries would be reconciled from the responsible parties and whistleblower recovery.

Respectfully.

*Christopher Salem*