

Great Committee

From: County Clerk
Sent: Tuesday, February 27, 2024 12:31 PM
To: Great Committee
Subject: FW: ADDITIONAL TESTIMONY To GREAT Committee for Tuesday Feb 27th 1:30 p.m.
Attachments: C. Fishkin Testimony to GREAT Committee Feb 27th 1 30 p.m. Reso 24 13.pdf; Letter to Scott Tereso Procurement Violations.pdf; OIP Ltr to CORP CNSL M Feb 23.pdf; Screenshot_2024-02-27-15-01-15-85_e2d5b3f32b79de1d45acd1fad96fbb0f.jpg; Screenshot_2024-02-27-15-01-25-72_e2d5b3f32b79de1d45acd1fad96fbb0f.jpg; IMG_20240227_150039.jpg

From: fryrchrish@aol.com <fryrchrish@aol.com>
Sent: Tuesday, February 27, 2024 12:14 PM
To: Nohe M. Uu-Hodgins <Nohe.Uu-Hodgins@mauicounty.us>; County Clerk <County.Clerk@mauicounty.us>
Cc: David M. Raatz <David.Raatz@mauicounty.us>; Richard E. Mitchell <Richard.Mitchell@mauicounty.us>
Subject: re: ADDITIONAL TESTIMONY To GREAT Committee for Tuesday Feb 27th 1:30 p.m.

Please see (3) additional attachments i.e. Letter from your Special Council representing that the County cannot make the enforcement of its own Rules and Ordinances part of a Settlement Agreement.

Did you approve that in Executive Session?

The statement is false and itself unlawful.

It attempts to cover-up the malfeasance, misfeasance and nonfeasance of County Directors including the Corporation Counsel.

Christopher Fishkin
Maui Public Advocacy
Kihei, HI. 96753
808-213-4140

----- Forwarded Message -----

From: fryrchrish@aol.com <fryrchrish@aol.com>
To: Nohe M. Uu-Hodgins <nohe.uu-hodgins@mauicounty.us>; County Clerk <county.clerk@mauicounty.us>
Cc: Gabe Johnson <gabe.johnson@mauicounty.us>; Shane Sinenci <shane.sinenci@mauicounty.us>; Tasha A. Kama <tasha.kama@mauicounty.us>; Alice Lee <alice.lee@mauicounty.us>; Tamara A. Paltin <tamara.paltin@mauicounty.us>; Keani Rawlins-Fernandez <keani.rawlins@mauicounty.us>; Thomas M.Cook <thomas.cook@mauicounty.us>; Yukilei Sugimura <yukilei.sugimura@mauicounty.us>
Sent: Tuesday, February 27, 2024 at 01:43:14 AM EST
Subject: re: TESTIMONY To GREAT Committee for Tuesday Feb 27th 1:30 p.m. (Three Attachments)

Council Chair Uu-Hodgins and County Clerk,

All three attachments constitute my written Testimony for 2/27 GREAT Committee Hearing at 1:30 p.m. regarding Resolution 24-13 Additional Funding Authorization Request for Special Counsel re: Salem v. County of Maui et al.

They include:

1. My personal testimony,
2. Email communications from Administrator Bonnie Kahakui of the State Procurement Office;
3. Official letter to Chief Procurement Officer Steve Tereso, Acting Finance Director, of discovered violations; and,
4. Official Letter from OIP to Corp Counsel cc'd to C. Fishkin

Mahalo,

Christopher P. Fishkin
Maui Public Advocacy
Kihei, HI
808-213-4140

Mr. Salem
October 13, 2023
Page 2

the attached proposed Settlement and Release agreement before then. As provided in section I.2, you may revoke your agreement up to seven (7) days after signing it. You may also make a counteroffer. To be clear, the County is legally unable to grant the non-monetary demands in your previous settlement offer, and will not agree to do so as a part of any settlement. The inclusion of such demands in any future settlement offers will be counterproductive to achieving any mutual agreement.

If you have any questions, or would like to discuss anything further, please let us know.

Very truly yours,



CRAIG K. SHIKUMA
STEPHEN G.K. KANESHIRO
for
KOBAYASHI, SUGITA & GODA, LLP

Encl: Proposed Settlement Agreement



KOBAYASHI SUGITA & GODA, LLP
Attorneys at Law

Bert T. Kobayashi, Jr.*
Alan M. Goda*

John R. Aube*
Charles W. Gall*
Neal T. Gota
Charles D. Hunter
Robert K. Ichikawa*
Christopher T. Kobayashi*
Jonathan A. Kobayashi
Jan M. L. Y. Kutsunai*
David M. Louie*
Nicholas R. Monlux
Jonathan S. Moore
Aaron R. Mun
Bruce A. Nakamura*

Kenneth M. Nakasone*
Harry Y. Oda
Gregory M. Sato*
Jesse W. Schiel*
Craig K. Shikuma*
Lex R. Smith*
Joseph A. Stewart*
Brian D. Tongg
David B. Tongg*
Caycie K. G. Wong

*A Law Corporation

Of Counsel:
Kenneth Y. Sugita*
Wendell H. Fuji*
Clifford K. Higa*
Burt T. Lau*
John F. Lezak*
Larry L. Myers*
David Y. Suzuki*

Sianha M. Gualano
Austin H. Jim On
Stephen G. K. Kaneshiro
Travis Y. Kuwahara
Ryan D. Louie
Zachary K. Shikada
Timothy T. Silvester

RULE 408 COMMUNICATION

October 13, 2023

1 / 2

BY EMAIL ONLY

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

Re: *Salem v. County of Maui*, 2CCV-21-0000048(2) –
Settlement Offer

Dear Mr. Salem:

As you know, we represent the County of Maui, and Michael Victorino and Michele McLean in their official capacities, in the above referenced lawsuit. For the reasons in the County's briefings on the recent motions¹, the County believes that it will prevail in this lawsuit.

Still, the County is interested in exploring settlement to avoid the costs of litigation, and to reach an amicable resolution. Therefore, in good faith, the County offers **\$75,000.00**² to settle this lawsuit, subject to the terms of the attached draft proposed Settlement and Release Agreement.

As provided in section I.1 of the proposed Settlement and Release Agreement, you have twenty-one (21) days to consider this offer. Thus, the offer will remain open until 5:00 PM HST on Friday, November 3, 2023, after which it will expire. If you accept this offer, please notify us by email (sgk@ksglaw.com cc: cks@ksglaw.com) and provide a signed copy of

¹ Specifically, the County's Motion for Partial Summary Judgment [Dkt. 396], and your Motions for Declaratory Ruling [Dkt. 424] and Partial Summary Judgment [Dkt. 386]

² The \$75,000.00 is comprised of \$40,000 for general damages, and \$35,000 for wages and compensation. The \$35,000 will be less standard federal and state withholdings and authorized deductions, with a W-2 form issued for this amount.

Mr. Salem
October 13, 2023
Page 2

the attached proposed Settlement and Release agreement before then. As provided in section I.2, you may revoke your agreement up to seven (7) days after signing it. You may also make a counteroffer. To be clear, the County is legally unable to grant the non-monetary demands in your previous settlement offer, and will not agree to do so as a part of any settlement. The inclusion of such demands in any future settlement offers will be counterproductive to achieving any mutual agreement.

If you have any questions, or would like to discuss anything further, please let us know.

Very truly yours,



CRAIG K. SHIKUMA
STEPHEN G.K. KANESHIRO
for
KOBAYASHI, SUGITA & GODA, LLP

Encl: Proposed Settlement Agreement