

**RICHARD T. BISSEN, JR.**  
Mayor

**VICTORIA J. TAKAYESU**  
Acting Corporation Counsel

**SONYA H. TOMA**  
First Deputy

**LYDIA A. TODA**  
Risk Management Officer



RECEIVED

2023 JAN 30 PM 3:46

OFFICE OF THE  
COUNTY CLERK

DEPARTMENT OF THE CORPORATION COUNSEL  
COUNTY OF MAUI

200 SOUTH HIGH STREET, 3<sup>RD</sup> FLOOR

WAILUKU, MAUI, HAWAII 96793

EMAIL: CORPCOUN@MAUICOUNTY.GOV

TELEPHONE: (808)270-7740

January 30, 2023

Via email only at [county.clerk@mauicounty.us](mailto:county.clerk@mauicounty.us)

Honorable Alice L. Lee, Chair  
and Members of the Council  
County of Maui  
Wailuku, Hawaii 96793

SUBJECT: CHRISTINE M. LACHANCE V. COUNTY OF MAUI, ET AL.,  
CIVIL 17-1-0428(1) – AUTHORIZING SETTLEMENT OF  
CHRISTINE M. LACHANCE V. COUNTY OF MAUI, ET AL.

Dear Chair Lee and Council Members:

Please find attached separately a proposed resolution entitled  
"AUTHORIZING SETTLEMENT OF CHRISTINE M. LACHANCE V. COUNTY OF  
MAUI, ET AL, CIVIL 17-1-0428(1)".

May I request that the proposed resolution be scheduled for discussion  
and action, or referral to the appropriate standing committee as soon as  
possible. Also attached herewith is the Complaint, filed November 21, 2017, in  
this matter.

It is anticipated that an executive session may be necessary to discuss  
questions and issues pertaining to the powers, duties, privileges, immunities,  
and liabilities of the County, the Council, and/or the Committee.

Should you have any questions or concerns, please do not hesitate to  
contact us. Thank you for your anticipated assistance in this matter

Sincerely,

A handwritten signature in black ink, appearing to read "Glen R. Pascual", is written over a circular stamp.

GLEN R. PASCUAL  
Deputy Corporation Counsel

cc: Jordan Molina, Acting Director of Public Works

Attachments

# Resolution

No. 23-81

AUTHORIZING SETTLEMENT OF  
CHRISTINE M. LACHANCE V. COUNTY OF MAUI, CIVIL 17-1-0428(1)

WHEREAS, Plaintiff Christine M. LaChance filed a complaint in Second Circuit Court, State of Hawaii, on November 21, 2017, Civil 17-1-0428(1), against County of Maui and Third Reef, Inc., alleging personal injury from an incident that occurred while she was jogging where she struck the base of a signpost that was protruding 3 ½ inches out of the middle of the sidewalk near the intersection of South Kihei Road and Auhana Road, Kihei, Maui, Hawaii, on July 30, 2016; and

WHEREAS, the County of Maui, to avoid incurring expenses and the uncertainty of a judicial determination of the parties' respective rights and liabilities, will attempt to reach a resolution of this case by way of a negotiated settlement or Offer of Judgment; and

WHEREAS, the Department of the Corporation Counsel has requested authority to settle this case under the terms presented in an executive meeting before the Government Relations, Ethics, and Transparency Committee; and

WHEREAS, having reviewed the facts and circumstances regarding this case and being advised of attempts to reach resolution of this case by way of a negotiated settlement or Offer of Judgment by the Department of

**Resolution No. 23-81**

the Corporation Counsel, the Council wishes to authorize the settlement;  
now; therefore,

BE IT RESOLVED by the Council of the County of Maui:

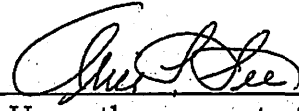
1. That it approves settlement of Christine M. LaChance v. County of Maui, et al. under the terms discussed in an executive meeting before its Government Relations, Ethics, and Transparency Committee;
2. That it authorizes the Mayor to execute a Release and Settlement Agreement on behalf of the County in this case, under terms and conditions as may be imposed by the Corporation Counsel consistent with the Council's settlement authority;
3. That it authorizes the Director of Finance to satisfy settlement of this case, under terms and conditions as may be imposed by the Corporation Counsel consistent with the Council's settlement authority;  
and
4. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, the Director of Public Works, and the Corporation Counsel.

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read 'Glen R. Pascual', is written over a horizontal line.

GLEN R. PASCUAL  
Deputy Corporation Counsel  
County of Maui  
LIT-6115

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "The Mayor", is written over a horizontal line.

Upon the request of the Mayor.

Anthony Ranken & Associates

ANTHONY L. RANKEN 3348  
SAMUEL P. SHNIDER 10098  
222 N. Church Street  
Wailuku, Maui, Hawaii 96793  
Phone: (808) 244-7011  
Fax: (808) 244-7022

Attorney for Plaintiff

RECEIVED  
CORPORATION COUNSEL

2017 NOV -1 AM 8:33

FILED

2017 OCT -5 PM 3:14

D. PELLAZAR, CLERK  
SECOND CIRCUIT COURT  
STATE OF HAWAII

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

STATE OF HAWAII

CHRISTINE M. LACHANCE,

Plaintiff,

v.

COUNTY OF MAUI; THIRD REEF,  
INC.; JOHN DOES 1-10; JANE DOES  
1-10; DOE CORPORATIONS 1-10;  
DOE PARTNERSHIPS 1-10; AND  
DOE ENTITIES 1-10,

Defendants.

CIVIL NO. 17-1-0428 (1)  
(Other Non-Vehicle Tort)

COMPLAINT; SUMMONS

COMPLAINT

COME NOW Plaintiff herein, CHRISTINE M. LACHANCE, by and through her undersigned counsel, and for her complaint against the Defendants above named, allege and aver as follows:

PARTIES

1. Plaintiff CHRISTINE M. LACHANCE is an unmarried woman who was a resident of Kihei, in the County of Maui, State of Hawaii at the time of the incident complained of herein.

I hereby certify that this is a full, true and  
correct copy of the Original

Clerk, Second Circuit Court



2. At all times relevant, Defendant COUNTY OF MAUI was a government entity operating in the State of Hawaii, County of Maui.

3. At all times relevant herein, Defendant THIRD REEF, INC., was a domestic for-profit corporation duly registered in the State of Hawaii and doing business in the County of Maui under the trade name MAUI WAVERIDERS KIHAI, providing surf and paddle board lessons and rentals to the public.

4. Defendant JOHN/JANE DOES, DOE COMPANIES, DOE PARTNERSHIPS, DOE CORPORATIONS AND/OR OTHER DOE ENTITIES 1-10 (collectively the Doe Defendants), are sued herein under fictitious names for the reason that their true names and identities are presently unknown to Plaintiff except that they had an ownership or management interest in the premises or other responsibility for the condition of the premises, and/or are connected in some manner with named Defendants and/or were the agents, principals, partners, officers, directors, servants, employees, employers, representatives, co-venturers, associates, consultants, vendors, suppliers, manufacturers, subcontractors, contractors, sureties, insurers, owners, lessees, sublessees, lessors, guarantors, assignees, assignors, licensees, and/or licensors of named Defendants and/or were in some manner, presently unknown to Plaintiff, engaged in the activities alleged herein and/or were in some manner responsible for the injuries and/or damages to Plaintiff and/or conducted some activity or activities in a negligent manner which was a proximate cause of injuries and/or damages to Plaintiff and/or were in some manner related to named Defendants, and Plaintiff pray for leave to certify their true names, identities, capacities, activities and/or responsibilities when the same are ascertained.

#### **JURISDICTION**

5. All of the events, activities, injuries and circumstances that give rise to this action took place in the County of Maui, State of Hawaii, within the jurisdiction of this Court.

6. The amount in controversy herein exceeds TEN THOUSAND DOLLARS (\$10,000.00), excluding costs and interest.

**COUNT ONE: NEGLIGENCE of COUNTY OF MAUI**

7. The foregoing paragraphs are incorporated herein as if fully alleged.

8. On the afternoon of July 30, 2016, Plaintiff was running for exercise on the sidewalk at or near the intersection of South Kihei Road and Auhana Road, in Kihei, Maui, Hawaii.

9. As she ran, Plaintiff's left foot contacted the base of a signpost that was sticking 3½ inches out of the sidewalk, in the middle of the sidewalk. (This event is hereinafter referred to as "the incident.")

10. The premises where the incident occurred were owned and/or maintained by Defendant COUNTY OF MAUI, which was responsible for the condition of the premises.

11. Defendant COUNTY OF MAUI was negligent in placing the signpost in the middle of the sidewalk.

12. It was reasonably foreseeable that the signpost, having been placed very near a street corner, might be damaged by a vehicle and break off.

13. Because the signpost was not appropriately located on the pedestrian sidewalk, it presented a foreseeable and unreasonable risk of tripping and/or other injury to people walking upon that sidewalk.

14. Defendant COUNTY OF MAUI was negligent in constructing the sign in such a way that when the sign was broken off at its base it left a stub approximately 3½ inches high which could not readily be perceived by joggers or runners rounding the corner.

15. Sometime prior to July 30, 2016 the sign was broken off from its base.

16. Prior to the incident, Defendant COUNTY OF MAUI had actual or constructive notice that the sign had broken off from its base and that the jagged base was protruding from the sidewalk in a dangerous manner.

17. Defendant COUNTY OF MAUI negligently failed to remove the sign base, restore the sign, or warn pedestrians of the dangerous condition.

18. The incident occurred as a direct and proximate result of the

conditions described in the above paragraphs of this Complaint. The negligence of Defendant COUNTY OF MAUI was a substantial factor in causing the incident and the resulting injuries suffered by Plaintiff.

19. Defendant COUNTY OF MAUI breached its duty of care by not installing and maintaining a safe walking and running surface for pedestrians, and by failing to warn pedestrians including Plaintiff of the dangerous condition which caused the incident and Plaintiff's resulting injuries.

20. The incident was a direct and proximate result of the negligent conduct of Defendant COUNTY OF MAUI complained of herein, and as a direct result Plaintiff CHRISTINE M. LACHANCE suffered severe injuries and long-term damage to her physical, psychological, and emotional health and well-being, and experienced pain and suffering, mental and emotional distress, limitations on her activities, and diminution of her enjoyment of life.

21. As a direct and proximate result of the negligent conduct of Defendant COUNTY OF MAUI complained of herein, Plaintiff has incurred medical expenses, travel expenses, lost earnings, and other expenses related to her injuries, and will continue to incur medical expenses and lose further earnings in the future.

#### **COUNT TWO: NEGLIGENCE OF THIRD REEF, INC.**

22. The foregoing paragraphs are incorporated herein as if fully alleged.

23. On a morning on an unknown date in approximately June or July 2016, prior to the incident, Defendant THIRD REEF, INC. through its manager(s), agent(s), or employee(s) saw that the County of Maui's street sign, which previously stood on the sidewalk in the location of the incident, had been damaged, bent, and/or broken off of its base.

24. Defendant THIRD REEF, INC. and/or its agent(s) or employee(s) thereupon removed the sign from the sidewalk and transported it to another location where the sign was not within view of the sidewalk.

25. Defendant THIRD REEF, INC. and/or its agent(s) or employee(s) thereby left the jagged 3½-inch metal sign base protruding from the middle of the



sidewalk in front of Maui WaveRiders Kihei.

26. The metal sign base remained where the sign had stood, protruding approximately 3½ inches from the sidewalk.

27. Once the sign and sign post had been broken off and taken away, the sign base posed an unnecessary and unreasonable danger to pedestrians including Plaintiff, who had no warning or indication of the hazardous condition.

28. Defendant THIRD REEF, INC. owed a duty of due care to Plaintiff and others similarly situated not to create an unreasonable and unnecessary danger on the sidewalk fronting its premises.

29. Until Defendant THIRD REEF, INC. moved the sign and sign post, the presence of the fallen sign served to draw attention to the dangerous protruding sign base and thereby assured that Plaintiff and others would not trip on the sign base.

30. The conduct of Defendant THIRD REEF, INC. in removing to another location the sign, while leaving its metal base protruding from the sidewalk, created a hazard to pedestrians including Plaintiff, which was much greater than if Defendant THIRD REEF, INC. had not removed the sign.

31. By its above-described actions Defendant THIRD REEF, INC. breached its duty of due care to Plaintiff and was negligent.

32. The negligence of Defendant THIRD REEF, INC. was a substantial factor in causing the incident and the resulting injuries suffered by Plaintiff.

33. The incident was a direct and proximate result of the negligent conduct of Defendant THIRD REEF, INC. complained of herein, and as a direct result Plaintiff CHRISTINE M. LACHANCE suffered severe injuries and long-term damage to her physical, psychological, and emotional health and well-being, and experienced pain and suffering, mental and emotional distress, limitations on her activities, and diminution of her enjoyment of life.

34. As a direct and proximate result of the negligent conduct of Defendant THIRD REEF, INC. complained of herein, Plaintiff has incurred medical expenses, travel expenses, lost earnings, and other expenses related to her injuries, and will

continue to incur medical expenses and lose further earnings in the future.

**COUNT THREE: VICARIOUS LIABILITY OF THIRD REEF, INC.**

35. The foregoing paragraphs are incorporated herein as if fully alleged.

36. The person or persons who removed the fallen sign from the sidewalk was acting in the course and scope of their employment by Defendant THIRD REEF, INC. and/or in the course and scope of their duties as an independent contractor and/or agent of Defendant THIRD REEF, INC.

37. Defendant THIRD REEF, INC. is liable for the actions of its employees, independent contractors, and/or agents for their above-described actions.

WHEREFORE, upon a trial of this matter, Plaintiff demands judgment against Defendants, jointly and severally, for such general and special damages to which Plaintiff shall be entitled pursuant to the proof adduced herein, together with costs of suit, prejudgment and post-judgment interest, attorney's fees and costs as allowed by law, and such other and further relief as the Court deems appropriate.

DATED: Wailuku, Maui, Hawaii, October 5, 2017.



ANTHONY L. RANKEN  
Attorney for Defendant

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

STATE OF HAWAII

CHRISTINE M. LACHANCE,	)	CIVIL NO.
	)	(Other Non-Vehicle Tort)
Plaintiff,	)	
	)	SUMMONS
v.	)	
	)	
COUNTY OF MAUI; THIRD REEF,	)	
INC.; JOHN DOES 1-10; JANE DOES	)	
1-10; DOE CORPORATIONS 1-10;	)	
DOE PARTNERSHIPS 1-10; AND	)	
DOE ENTITIES 1-10,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	
	)	
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**SUMMONS**

TO THE DEFENDANTS:

You are hereby summoned and required to file with the court and serve upon Plaintiff's attorneys, Anthony Ranken & Associates, whose address is 222 N. Church Street, Wailuku, Hawaii, and whose phone number is (808) 244-7011, an answer to the Complaint which is attached. This action must be taken within twenty days after service of this summons upon you, exclusive of the day of service.

If you fail to make your answer within the twenty day time limit, judgment by default will be taken against you for the relief demanded in the Complaint. Failure to obey this summons this may result in an entry of default and default judgment.

Pursuant to Rule 4(b) of the Hawai'i Rules of Civil Procedure, this summons shall not be delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the general public, unless a judge of the District or Circuit courts permits, in writing on the summons, personal delivery during those hours.

DATED:      Wailuku, Maui, Hawaii, OCT - 5 2017.

/sgd/ D. PELLAZAR (seal)

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CLERK OF THE ABOVE ENTITLED COURT