

## Great Committee

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**From:** Chris Salem <chrissalem8@yahoo.com>  
**Sent:** Sunday, May 21, 2023 9:10 PM  
**To:** Kristin Tarnstrom; corpcoun@maucounty.gov; Kekuhaupio Akana; Mayors Office  
**Cc:** Great Committee; David M. Raatz; Maui\_County Council\_mailbox  
**Subject:** Christopher Salem Settlement  
**Attachments:** Salem County Settlement 5 22 23.pdf

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Christopher Salem  
5100 Lower Honoapiilani Road  
Lahaina, HI 96761

May 22, 2023

County of Maui  
Department of the Corporation Counsel  
200 South High Street, 3rd Floor  
Wailuku, Hawaii 9679

Attention: Victoria J. Takayesu  
Director of The Department of the Corporation Counsel  
Kristin K. Tarnstrom  
Deputy attorney of the Department of the Corporation Counsel

Re: GREAT Committee Resolution No. 23-82  
Civil No. 2CCV-21-0000048; *Salem v. MICHAEL P. VICTORINO, et al.*

Dear Director Takayesu;

At Mayor Bissen's request, Council Chair Alice Lee has forwarded a resolution to authorize settlement of the above-referenced litigation which involves claims of breach of contract, tortious injury, and whistleblower protection, thereby seeking special, general, and punitive damages.

To aid the Council in their consideration of acceptable terms of settlement, I am hereby presenting in good faith, a third global settlement offer and demand to Defendant County of Maui, Defendant Victorino, and Defendant Mclean, pursuant to Rule 408 of the Hawaii Rules of Evidence.

To mitigate the escalating harm to the County of Maui and my family, I demand the Defendants and the County of Maui act upon their duties and promises to hold Developer Lot 48A, LLC and their professional consultants accountable for their roles in the proven scheme to manipulate County officials and government records.

Respectfully;

*Christopher Salem*

'cc: Members of the Maui Council

Honorable Mayor Ricard Bissen

*Pursuant to Rule 4.2 of the Hawaii Rules of Professional Conduct, parties to a matter may communicate directly to each other...Communications authorized by law include, for example, the right of a party to a controversy with a government agency to speak with government officials about the matter.*

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### **DEMAND FOR SETTLEMENT**

In consideration of the terms and conditions of the settlement set forth herein, I shall agree to dismiss all pending and potential further litigation pertaining to the attached Complaint (*Civil No. 2CCV-21-0000048*) against Defendants County of Maui, former Mayor Michael Victorino, and former Planning Director Michelle McClean, in their official capacities and individual capacities.

Therefore, to repair and mitigate the ongoing widespread financial harm inflicted upon my family, including the loss of my family home, residential investment property, destruction of my credit and subsequent loss of professional opportunities, unpaid Creditors whose security was extinguished through the conspired wrongful foreclosure, and for hundreds of thousands of dollars of unwarranted legal fees and costs spanning over two decades, the parties hereby agree to the following;

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

Pursuant to the powers and authorities set forth in Maui County Charter, Mayor Richard Bissen shall act upon his duty to hold Developer Lot 48A, LLC's professional consultants in compliance with the adopted provisions of the Maui County Code and SMA Rules, as follows;

#### **1. 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 they correct their omissions of the roadway infrastructure and drainage improvements to Lower Honoapiilani Road 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 conditioned oceanfront subdivision SMA Permit SM2 2000 0042. (LUCA File No. 4.805)

##### **b. Expunging of Illegitimate “3 Lot or Less” Subdivision lien on 5 Property Titles**

- i. To rectify the violations of Title 18 in the aforementioned illegal subdivision, Corporation Counsel Director Victoria J. Takayesu shall expunge the illegitimate County of Maui “3 Lot or Less” subdivision roadway infrastructure “deferral” liens from the real property titles of the five parcels of land created through two separate subdivisions, filed with the County over 4 years apart. (Doc No. 95-145123 - LUCA File No. 4.686 / 4.805)

#### **2. Pursuant to the SMA Rules adopted by the Maui County Planning Commission**

##### **a. Notice of Warning to Developer Lot 48A, LLC**

- i. Planning Director Kathleen Aoki shall act upon the Planning Director's duty to issue a notice of warning to Developer Lot 48, LLC., to comply with and correct their failure to complete the roadway infrastructure and drainage improvements to Lower Honoapiilani Road as represented in their signed and conditioned oceanfront subdivision SMA Permit SM2 2000 0042.

#### **MAUI COUNTY COUNCIL**

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

- a. The Maui County Council shall adopt by ordinance a fair and equitable formula for the assessment and collection of the thousands of developer roadway infrastructure

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“deferral” agreements. My Whistleblower efforts have manifested potentially tens of millions of dollars of financial recovery for the County of Maui.

**4. Reconciliation of professional injuries.**

- a. At our own personal expense, my 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))

Through almost 2 years of complex negotiations with the developers of the Fairways Subdivision, the Sand Hills litigants, and County attorneys, AHG facilitated a global settlement that included:

(1) Settlement of all litigation.

(2) Remediation of the massive walls and grading.

(3) AHG’s design, development, and construction of a 52-unit, 100% workforce affordable housing project under my direction as an experienced developer and builder of entry-level housing.

Our collective efforts mitigated millions of dollars of the County of Maui’s financial exposure. After a year of direct involvement in the negotiation of the AHG affordable housing settlement, Director Wong suddenly derailed the Council approval process with distorted claims of violations of the public procurement process. Director Wong’s conclusions were disputed by AHG’s legal counsel.

For years thereafter, Director Wong claimed to be a highly successful gambler, reporting annual winnings in Las Vegas of between \$250,000.00 and \$500,000.00. When called upon by the Council to produce his tax records to support his financial disclosures, Director Wong informed the Council members that he was unable to do so.

As a former Council member, Defendant Victorino has affirmed, Director Wong wrongfully withheld the negotiated AHG affordable housing legal settlement from the members of the Maui County Council. The AHG proposal solved the unjustified harm to the local residents below. I later discovered the residents’ injuries were caused by the very same County officials and professional engineering firm who conspired to manipulate the Maui County Code in my former subdivision.

Corporation Counsel’s recent Council Resolution (No. 23-107) requesting authority to settle the Karen Goo, ET AL. v. Mayor Alan Arakawa, to pave the way for disposing of a portion of the Fairway’s parcels without any financial consideration to the County, reignites a controversy over Director Wong’s self-serving misrepresentations of procurement laws.

Forthcoming depositions will reveal that Director Wong’s withholding of AHG’s agreed upon 100% affordable plan from the Council resulted in a significant financial loss to the

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County at the public expense, and imposed unjustified personal, financial, and professional injuries to myself and my family.

The current proposals to portion out select parcels in the subdivision to separate entities and avoid dealing with lowering the massive walls and repairing the injuries to the adjacent local residents sets the stage for further legal claims. Conversely, the AHG settlement creates 100% workforce and senior citizen housing. Equally important, the settlement agreement provides millions in affordable housing financial recovery to the County of Maui.

To resolve these unjustified injuries, and prevent further claims, I invite the Council and Mayor Bissen to work with my team of affordable housing professionals to revive and execute the AHG plan as the financial and public benefits are far superior to the current proposals.

**5. Reconciliation of personal injuries**

- a. To recover the loss of our family home and life savings, Corporation Counsel Director Victoria J. Takayesu shall reconcile our losses through the appropriate fines, penalties, or judicial recourse against Developer Lot 48A, LLC and Warren S. Unemori Engineering, Inc.
- b. In the alternative, the County shall offer my family fair compensation for our life-changing injuries and loss of our home which Defendant Victorino has admitted his knowledge of the County official's direct involvement.

**6. Reconciliation of wrongful termination.**

- a. In consideration of Plaintiff Salem's ongoing financial injuries, retaliation, and physical duress resulting from whistleblower claims involving the Brown Development, Upcountry Water Bill, Palama Drive, along with newly discovered evidence of manipulation the unaccounted-for developer roadway infrastructure "deferral" agreements executed by Corporation Counsel, all of which benefitted private developers and the public's expense;

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 \$180,000.00.

Respectfully;

*Christopher Salem*