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DEPARTMENT OF THE CORPORATION COUNSEL
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August 14, 2026

Via email only at county.clerk@mauicounty.us
Honorable Alice L. Lee, Chair
and Members of the Council
County of Maui
Wailuku, Hawai'i 96793

SUBJECT: Litigation Matter – Settlement Authorization
AUTHORIZING SETTLEMENT OF GERSHOM SLONIM V. COUNTY OF MAUI, UNITED STATES DISTRICT COURT CASE 26-CV-00231-DKW-RT

Dear Chair Lee and Council Members:

Please find attached separately a Proposed Resolution entitled "AUTHORIZING SETTLEMENT OF GERSHOM SLONIM V. COUNTY OF MAUI, UNITED STATES DISTRICT COURT CASE 26-CV-00231-DKW-RT." The purpose of the proposed resolution is to discuss settlement authority with regard to the above-referenced administrative litigation cases.

I request that the proposed resolution be directly referred to the GREAT Committee and scheduled for discussion and action as soon as possible as time is of the essence.

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.

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

Sincerely,

JOHN J. GORES
Deputy Corporation Counsel

cc: Chief of Police, John Pelletier, County of Maui Police Department

Attachments:

(1) Proposed Resolution: *AUTHORIZING SETTLEMENT OF GERSHOM SLONIM V. COUNTY OF MAUI, UNITED STATES DISTRICT COURT CASE 26-CV-00231-DKW-RT;* and

(2) Copy of Filed Complaint.

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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI`I

GERSHOM SLONIM,

Plaintiff,

vs.

COUNTY OF MAUI,

Defendant.

CIVIL NO. 26-231

COMPLAINT AND REQUEST FOR TRIAL BY JURY

COMPLAINT AND REQUEST FOR TRIAL BY JURY

COMES NOW, Plaintiff, Gershom Slonim, by and through undersigned counsel, who brings this action to recover damages for violation of his rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301 *et. seq.* ("USERRA"), and in support thereof avers as follows:

PARTIES

1. Plaintiff, Gershom Slonim, is a citizen of the State of Hawaii. At all relevant times, Plaintiff was a qualified employee and member of the uniformed services for purposes of 38 U.S.C. §§ 4303(3), 4303(9), and 4303(16).

2. Defendant, County of Maui ("Maui"), is a political subdivision of the State of Hawaii within the jurisdiction of this Court as defined by 38 U.S.C. § 4323(i).

3. At all relevant times, Maui was an employer for purposes of 38 U.S.C. § 4303(4)(A) and 38 U.S.C. §§ 4323(b)(3) and 4323(c)(2).

JURISDICTION AND VENUE

4. This complaint arises under USERRA, 38 U.S.C. §§ 4301-4335. The jurisdiction of this court is founded on federal question jurisdiction under 28 U.S.C. § 1331, as conferred by 38 U.S.C. § 4323(b)(3).

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) and (c)(2), as conferred by 38 U.S.C. § 4323(c)(2), in that a substantial part of the events or

omissions giving rise to the claim occurred in this District and the County of Maui is located in this District.

6. Pursuant to 38 U.S.C. § 4323(h), "No fees or costs may be charged or taxed against any person claiming rights under [USERRA]."

STATEMENT OF FACTS

7. Mr. Slonim was employed full-time with the Maui Police Department ("MPD") as a patrol officer.

8. In January 2015, he notified MPD in writing that he was joining the United States Air Force to pursue training in Explosive Ordnance Disposal. His goal was to bring the training back to MPD and reduce response times for explosives incidents by helping to start a bomb squad.

9. Mr. Slonim left for basic training on January 27, 2015, and successfully completed EOD and other training relevant to his employment with MPD.

10. He returned to MPD on January 26, 2019, which was within ninety days of his release from active military service.

11. Mr. Slonim's release from active military service was under honorable conditions.

12. After he returned to work, Mr. Slonim immediately provided his DD-214 to MPD and completed his return to duty training with MPD.

13. Mr. Slonim was in a leave-without-pay status during his period of military service, but he received the regular pay increases and promotions that he would have attained if he had been continuously employed, in accordance with USERRA.

14. However, Mr. Slonim did not receive the retirement contributions he was due pursuant to Hawai'i Revised Statutes § 88-132, in violation of USERRA.

USERRA VIOLATIONS

15. USERRA prohibits "discrimination against persons because of their service in the uniformed services." 38 U.S.C. § 4301(a)(3).

16. Section 4311 of USERRA provides, in relevant part, that a person "who is a member of, . . . performs, has performed, . . . or has an obligation to perform service in a uniformed service shall not be denied . . . any benefit of employment by an employer on the basis of that membership, . . . performance of service, or obligation."

17. Section 4312 of USERRA provides, in relevant part, that "any person whose absence from a position of employment is necessitated by reason of service in the uniformed services shall be entitled to the reemployment rights and benefits and other employment benefits."

18. Section 4313 of USERRA (further codified by 20 C.F.R. § 1002.191) provides that an employee is entitled to be reemployed in a position that reflects with

reasonable certainty the pay, benefits, seniority, and other job perquisites, that he or she would have attained if not for the period of service.

19. Section 4316 of USERRA provides that any period of absence from employment due to or necessitated by uniformed service is not considered a break in employment, so an employee absent due to military duty must be treated as though they were continuously employed.

20. Section 4316 further provides that a person who is reemployed "is entitled to the seniority and other rights and benefits determined by seniority that the person had on the date of the commencement of service in the uniformed services plus the additional seniority and rights and benefits that such person would have attained if the person had remained continuously employed."

21. Mr. Slonim, a County of Maui employee, left county service for the purpose of entering the military service of the United States in time of war or declared national emergency.

22. As a benefit of his employment, Maui was required to "pay all contributions to the pension accumulation fund and to the annuity savings fund, and any other payment to the [state retirement] system, which would otherwise be payable to the system by the State, the county, or [Mr. Slonim] if [he] had remained continuously in the active service of the State or county, as the case may be, during the period of [his] military service," pursuant to Hawai'i Revised Statutes § 88-132.

23. Such contributions were required to be paid within sixty days after Mr. Slonim returned to his employment with Maui.

24. Maui knowingly and willfully violated USERRA by, among other ways, denying Mr. Slonim benefits of employment, specifically by failing to "pay all contributions to the pension accumulation fund and to the annuity savings fund, and any other payment to the [pension and retirement] system" during the period of his military service.

25. Maui further knowingly and willfully violated USERRA by, among other ways, denying Mr. Slonim employment benefits "on the basis of" his "obligation to perform service in a uniformed service."

26. As a direct and proximate result of Maui's conduct as set forth herein, Mr. Slonim has suffered injuries and damages, including but not limited to, loss of past and future benefits, all to his damage in an amount to be proven at trial.

27. Mr. Slonim alleges such violations of USERRA were willful and requests liquidated damages in the greater amount of $50,000 or the amount equal to the amount of his unpaid benefits pursuant to 38 U.S.C. § 4323(d)(1)(C).

28. Pursuant to 38 U.S.C. § 4323(h), Mr. Slonim further requests an award of reasonable attorney's fees, expert witness fees, and other litigation expenses.

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JURY DEMAND

29. Plaintiff is entitled to and prays for trial by jury.

WHEREFORE, Plaintiff, GERSHOM SLONIM, prays that Defendant, COUNTY OF MAUI, be duly cited to appear and answer the Complaint, and after due proceedings had, render judgment in favor of Plaintiff, GERSHOM SLONIM, and against Defendant, COUNTY OF MAUI:

(a) declaring that the acts and practices complained of herein are unlawful and are in violation of USERRA, 38 U.S.C. § 4301, et seq.;

(b) requiring that Defendant fully comply with the provisions of USERRA providing Plaintiff all employment benefits denied to him as a result of the unlawful acts and practices under USERRA described herein;

(c) awarding fees and expenses, including attorneys' fees, pursuant to 38 U.S.C. §4323(h);

(d) awarding Plaintiff prejudgment interest on the amount of lost wages or employment benefits found due;

(e) ordering that Defendants pay compensatory and/or liquidated damages in an amount equal to the amount of lost compensation and other benefits suffered by reason of Defendants' willful violations of USERRA;

(f) granting an award for costs of suit incurred; and,

(g) granting such other and further relief as may be just and proper and which Plaintiff may be entitled to under all applicable laws.

Plaintiff further prays for trial by jury.

DATED: Honolulu, Hawai`i, May 12, 2026.

/s/ Sergio Rufo
SERGIO RUFO
BRIAN J. LAWLER
ROBERT T. VORHOFF

Attorneys for Plaintiff