

MICHAEL P. VICTORINO
Mayor

MOANA M. LUTEY
Corporation Counsel

RICHELLE M. THOMSON
First Deputy

LYDIA A. TODA
Risk Management Officer
Tel No. (808) 270-7535
Fax No. (808) 270-1761




DEPARTMENT OF THE CORPORATION COUNSEL
COUNTY OF MAUI
200 SOUTH HIGH STREET, 3RD FLOOR
WAILUKU, MAUI, HAWAII 96793
EMAIL: CORPCOUN@MAUICOUNTY.GOV
TELEPHONE: (808) 270-7740
FACSIMILE: (808) 270-7152

May 11, 2020

MEMORANDUM

TO: Michael J. Molina, Chair
Governance, Ethics, and Transparency Committee

FROM: Caleb P. Rowe, Deputy Corporation Counsel 

SUBJECT: Litigation Matters – Settlement of Claims and Lawsuits (GET-1)
Settlement of Claim No.: 30193234263-0001 of Perlita Casino

Pursuant to Section 3.16.020B of the Maui County Code, our department hereby requests authorization to discuss settlement of the aforementioned claim. 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 the Committee. There is no immediate deadline to this matter.

Copies of the claim and proposed Resolution are enclosed. We request that a representative from the Department of Environmental Management be in attendance during discussion of this matter. If you have any questions, or concerns, please do not hesitate to contact me.

CPR:chs
Enclosure

cc: Eric Nakagawa, Director
Department of Environmental Management

Resolution

No. _____

AUTHORIZING SETTLEMENT OF CLAIM NUMBER 30193234263-0001 OF PERLITA CASINO

WHEREAS, PERLITA CASINO filed Claim Number 30193234263-0001 on August 6, 2019, against the County of Maui, claiming damage to her property that occurred on July 17, 2019; and

WHEREAS, the County of Maui and Perlita Casino, to avoid incurring expenses and the uncertainty of a judicial determination of the parties' respective rights and liabilities have reached a proposed resolution of this claim by way of negotiated settlement; and

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

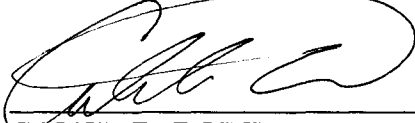
WHEREAS, having reviewed the facts and circumstances regarding this case and being advised of attempts to reach resolution of this case by way of a negotiated settlement by the Department of the Corporation Counsel, the Council wishes to authorize the settlement; now, therefore,

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

Resolution No. _____

1. That it hereby approves settlement of Claim Number 30193234263-0001 in the amount of \$76,394.70; and
2. That payment is authorized to satisfy settlement of this claim following the execution of the Release of Property Damage Claim by Perlita Casino; and
3. That certified copies of this resolution be transmitted to the Mayor, the Director of Finance, the Director of the Department of Environmental Management and the Corporation Counsel.

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read 'C. Rowe', is written over a horizontal line.

CALEB P. ROWE
Deputy Corporation Counsel
County of Maui
RISK 2019-0196

COUNTY OF MAUI
CLAIM FOR DAMAGE OR INJURY

RECEIVED

2019 AUG -6 AM 10: 21

PLEASE PRINT CLEARLY

1. Claimant: Mr. ☐ Mrs. ☒ Ms. ☐ PERLITA CASINO
2. Address: 237 WEST PAPA AVE PHUNCE 782
3. Telephone No.: Business _____ Residence _____
4. Date of Accident: 7-17-19
5. Location of Accident: 237 WEST PAPA AVE KAH.
6. Amount of Claim: Property Damage \$ 48,622.80 Personal Injury \$ N/A
7. Describe the accident in detail. Indicate all the facts, causes, persons involved, witnesses, extent of damage, etc., and why you think the County is responsible. You may write on the back if needed.
ON JULY 17, 2019 AT ABOUT 3:00 PM.
RENTENS NOTICED TWO BATHROOMS CLOGGED
AND BLACK WATER COMING OUT FROM
THE TOILET/TUB. WE CALLED "JC CONTRACT
TING LLC AND RESPONDED. HE TRIED
THEIR VERY BEST BUT NO LUCK.
JC CONTRACTING LLC CONTACTED (AT THE
BACK)
8. If you carry insurance applicable to this claim, please provide the name and address of the insurance company and your policy number.

Policy No. _____

A. Did you file a claim with your insurance company? YES

If yes, amount claimed \$ _____

Deductible amount \$ _____

B. If a claim was filed with your insurance company, what action do they intend to take?

UNDER OR NOT ELIGIBLE
FOR COVERAGE

I HEREBY DECLARE THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT.

Perlita V. Casino
 (Signature of Claimant)

8-5-19
 (Date)

(Rev. 05/11/95)

MAH COUNTY RECLAMATION DIVISION
THAT NIGHT BUT NO RESPONSE.

FOLLOWING MORNING JC CONTRACTING
WE CONTACTED SEWER PUMPING
COMPANY TO EXTRACT BLACK WATER
BUT THEY FINALLY, CALLED MAH
COUNTY W/C THEY CAME AND
CLEANED THE MAIN SEWER

LINE AS PER DONALD POE POE
THAT MAH COUNTY IS RESPONSIBLE
FOR THE DAMAGES OCCUR
IN MY PROPERTY.

I STARTED DOING THIS RE BUILD
ON JULY 25, 2019

Perita V. Casino
PERITA CASINO

ATTN: COUNTY OF MAUI

PERLITA CASINO
EXPENSES

UTILITIES \$200 —
 RENT REIMBURSE \$1,500 —
 PAID ~~RE~~ RENTERS \$1,200
 TO ASSIST —
 MOVE / EXTRACT \$2,900
 BACK WATER —————→

Perlita V. Casino - 8-5-19



State Farm General Insurance Company

July 25, 2019

PEARLITA CASINO
ANDREW ANDAYA
237 W PAPA AVE
KAHULUI, HI 96732-2727

RE: Claim Number: 51-9740-F32
Insured: Pearlita Casino
Date of Loss: July 17, 2019
Policy Number: 91-BC-5945-7
Insured Property: 237 W Papa Ave, Kahului, HI 96732
Type of Policy: Apartment

Dear Pearlita Casino & Andrew Andaya:

Thank you for the opportunity to review the claim for your sewage damage under your Apartment Policy 91-BC-5945-7, for the date of loss 07/17/2019. Your granddaughter, Brittany, explained that there was an unusual amount of sewage which backed up into the lower portion of the apartment due to an overflow in the county sewage. As we discussed today, July 25, 2019, there is no coverage for this loss under your Apartment Policy.

Your Apartment Policy, CMP-4100, states in pertinent part:

SECTION I — PROPERTY

When a Limit Of Insurance is shown in the Declarations for that type of property as described under **Coverage A – Buildings**, **Coverage B – Business Personal Property**, or both, we will pay for accidental direct physical loss to that Covered Property at the premises described in the Declarations caused by any loss as described under **SECTION I — COVERED CAUSES OF LOSS**.

Covered Property includes property as described under **Coverage A – Buildings**, property as described under **Coverage B – Business Personal Property**, or both.

Regardless of whether coverage is shown in the Declarations for **Coverage A – Buildings**, **Coverage B – Business Personal Property**, or both, there is no coverage for property

PEARLITA CASINO
 ANDREW ANDAYA
 51-9740-F32
 Page 2
 July 25, 2019

described under **Property Not Covered**.

Coverage A – Buildings

Buildings, meaning the buildings and structures at the described premises, including:

1. Completed additions;
2. Fixtures, including outdoor fixtures;
3. Permanently installed:
 - a. Machinery; and
 - b. Equipment;
4. Your personal property in apartments, rooms or common areas furnished by you as landlord;
5. Personal property owned by you that is used to maintain or service the buildings or structures or the described premises, including:
 - a. Fire extinguishing equipment;
 - b. Outdoor furniture;
 - c. Floor coverings; and
 - d. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and
6. If not covered by other insurance:
 - a. Additions under construction, alterations and repairs to the buildings or structures; and
 - b. Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

Coverage B – Business Personal Property

Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:

1. Property, used in your business, that you own, lease from others or rent from others, or that is loaned to you;
2. Property of others that is in your care, custody or control, unless provided for in item 1. Immediately above;
3. Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - a. Made a part of the building or structure you occupy but do not own; and
 - b. You acquired or made at your expense but cannot legally remove;
4. Building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for **Coverage A – Buildings**. The glass must be owned by you or in your care, custody or control; and
5. Property as described in **Coverage A – Buildings**, if you are a tenant and no Limit Of Insurance is shown in the Declarations for **Coverage A – Buildings**. The property must:

PEARLITA CASINO
 ANDREW ANDAYA
 51-9740-F32
 Page 3
 July 25, 2019

- a. Pertain to the described premises occupied but not owned by you; and
- b. Be your insurance responsibility according to the terms of your lease or rental agreement.

SECTION I — COVERED CAUSES OF LOSS

We insure for accidental direct physical loss to Covered Property unless the loss is:

- 1. Excluded in **SECTION I — EXCLUSIONS**; or
- 2. Limited in the **Property Subject To Limitations** provision.

SECTION I — EXCLUSIONS

- 1. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

h. Water

- (1) Flood, surface water, waves (including tidal waves, tsunamis, and seiches), tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water or sewage that backs up or overflows from a sewer, drain or sump;
- (4) Water or sewage under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (5) Material carried or otherwise moved by any of the Water, as described in Paragraphs (1) through (4) above.

But if Water, as described in Paragraphs (1) through (5), results in accidental direct physical loss by fire, explosion or sprinkler leakage, we will pay for the loss caused by that fire, explosion or sprinkler leakage.

SECTION I — CONDITIONS

d. Legal Action Against Us

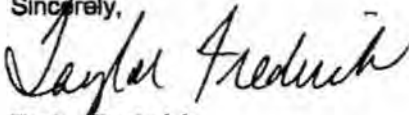
No one may bring a legal action against us under this insurance unless:

- (1) There has been full compliance with all of the terms of this insurance; and
- (2) The action is brought within 2 years after the date on which the accidental direct physical loss occurred.

PEARLITA CASINO
ANDREW ANDAYA
51-9740-F32
Page 4
July 25, 2019

If you have any questions or would like to discuss your claim further, please contact me.

Sincerely,



Taylor Frederick
Claim Specialist
480.293.8433



Work Order COL-1054637

 Collections
 Printed 9/25/2019 - 8:52 AM (Duplicate Copy)

Maintenance Details

Requested By: POEPOE, Donald on 7/19/2019 6:52:00 AM
 Problem: W-CS - Service
 Response: STANDARD
 (CS - SERVICE
 RESPONSE: S)
 Procedure: Service Response Form
 (COL-SR)
 Last PM: 3/13/2019
 Reason: W-CS - Service Response: 237 W.Papa Ave

Target: 7/18/2020 (0.75) hr
 Priority/Type: 2 - High / Corrective

Collections & Linear Assets
 Area II New
 Area II Kahului 050715

Contact: POEPOE, Donald
 Phone: (808) 357-5869

Tasks

#	Description	Rating	Meas.	Initials	Failed	N/A	Complete
General Information							
1	CS#: Comments: CS# 067			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Date: Comments: 7/18/19			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Caller Name: Comments: Brian Sales			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Address: Comments: 237 W.Papa Ave			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	City: Comments: Kahului			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Phone #: Comments: (808) 264-1541			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	TMK:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Segment ID #:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Manhole ID #:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Times							
110	Time Received Call: Comments: 1600			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
114	Time Job Completed: Comments: 1900			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
115	Response Duration: Comments: 3 Hrs			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
118	After Hours C/O: [1=Yes] Comments: 1 Yes			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reported Complaint							
Details: [1=Manhole Overflowing], [2=Cleanout Overflowing], [3=Mainline Blockage], [4=Lateral Blockage], [5=Odor], [6=Depression/Hole], [7=Vermin], [8=Other]. Please add comments.							
200	Comments: 3 Mainline Blockage			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field Observations / Actions							
220	Cause of Problem: Comments: Mainline blockage at manhole KA20XA5000-KA20XA5010 due to build-up of excessive grease, causing sewer main to back up to manhole KA20XA5030. In result of mainline			DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

blockage it backup up into 237 W.Papa Ave home causing damage.

230	Action Taken: Comments: Flushed sewer main at KA20XA5000- KA20XA5010 and cleared excessive grease and that cleared sewer main segment.	DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Property Damage

Property Damage: {1=Yes}, Discribe Damage (2=None Reported)

240	Comments: 1 Yes 237 W.Papa Ave	DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Spill Information

Spillage Occurred: {1=Yes}, {2=No}

300	Comments: None	DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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320	County Spill: Quantity		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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340	Private Spill: Quantity		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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350	Waterway Entered: {1=Yes}, {2=No}		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-----	--------------------------------------	--	--------------------------	--------------------------	--------------------------

360	Waterway: Quantity		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-----	--------------------	--	--------------------------	--------------------------	--------------------------

365	Spill (Time Start):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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366	Spill (Time Stop):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-----	--------------------	--	--------------------------	--------------------------	--------------------------

367	Spill (Duration):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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370	Where Overflow Went: (Discribe Spill route & location)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-----	--	--	--------------------------	--------------------------	--------------------------

380	Overflow and Lessons Learned Report Attached: {1=Yes}, {2 = Not Required}		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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390	Map Attached: {1=Yes}, {2=No}		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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400	Photo(s) Attached: {1=Yes}, {2=No}		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Follow-up requirements

Follow up required: {Failed=Yes}, {Complete= Not Required}.

690	Comments: None	DP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----	----------------	----	--------------------------	--------------------------	-------------------------------------

700	Follow-up M.C. WO # COL-:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-----	---------------------------	--	--------------------------	--------------------------	--------------------------

Labor

Labor	Account	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
1223 - CM 1993	7040	7/18/2019			1	0	0
1632 - CM 2563		7/18/2019			2	0	0
1672- CM 2582		7/18/2019			1	0	0
CHONG KEE, Kurtis		7/18/2019			3	0	0
GUERRERO, Michael		7/18/2019			3	0	0
POEPOE, Donald		7/18/2019			3	0	0
VASQUEZ, John		7/18/2019			3	0	0

Labor Report

Completed: 7/19/2019 7:12:00 AM Failure: _____

Report: Completed



Hawaiian Electric
Maui Electric
Hawai'i Electric Light

Account Number:
202011115278
Invoice Number:
650012211

Service Address Page 1 of 2
237 W PAPA AVE
Contract:
32188220 01070

PEARLITA V CASINO

ACCOUNT SUMMARY

(See Bill Detail section for more information)

Service Period	03/08/19	-	04/08/19
Previous Balance	\$238.97		
Payments	\$238.97-		
OUTSTANDING BALANCE			\$0.00
Current Charges	\$245.18		
Current Charges			\$245.18
TOTAL AMOUNT DUE 04/28/2019			\$245.18

MESSAGES

April is Tsunami Awareness Month so take time to learn about tsunamis and how to prepare for them. Read our Handbook for Emergency Preparedness at www.mauielectric.com/prepare.

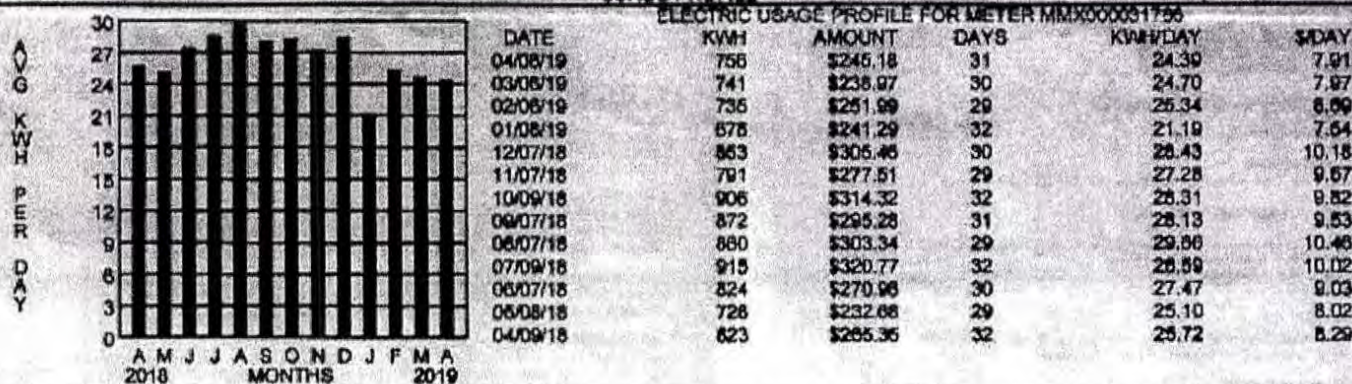
BILL PERIOD

FROM 03/08/19 TO 04/08/19 31 DAYS

METER#	REGISTER	R Residential Service	CURRENT READING	PREVIOUS READING	DIFFERENCE	MULTIPLIER	USAGE
MMX000031706	KWH		27,763.00	27,007.00	756.00	1	756.00

USAGE PROFILE

ELECTRIC USAGE PROFILE FOR METER MMX000031706



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS

Maui Electric



210 West Kanehamaka Avenue
Kahului, HI 96733-6896
TEL: (808) 871-9777

DATE 04/25/2019 TIME 08:29:05

PAYMENT RECEIPT# 30011588902

ACCT# *****5278

PAYMENT AMOUNT \$245.18
CASH PAYMENT

CUST: PEARLITA V CASINO

SERVICE ADDRESS:
237 W PAPA AVE
KAHULUI HI 96732

THANK YOU FOR YOUR PAYMENT



Hawaiian Electric
Maui Electric
Hawaii Electric Light

Account Number:
202011115278
Invoice Number:
654392543

Service Address Page 1 of 2
237 W PAPA AVE
Contract:
32188220

01006

PEARLITA V CASINO

ACCOUNT SUMMARY

(See Bill Detail section for more information)

Service Period	04/06/19 - 05/06/19
Previous Balance	\$245.18
Payments	\$245.18-
OUTSTANDING BALANCE	\$0.00
Current Charges	\$252.55
Current Charges	\$252.55
TOTAL AMOUNT DUE 05/28/2019	\$252.55

MESSAGES

The Low-Income Home Energy Assistance Program (LIHEAP) helps families in need with electricity costs. Visit www.mauelectric.com/liheap. Energy Credit applications accepted in June.

BILL PERIOD

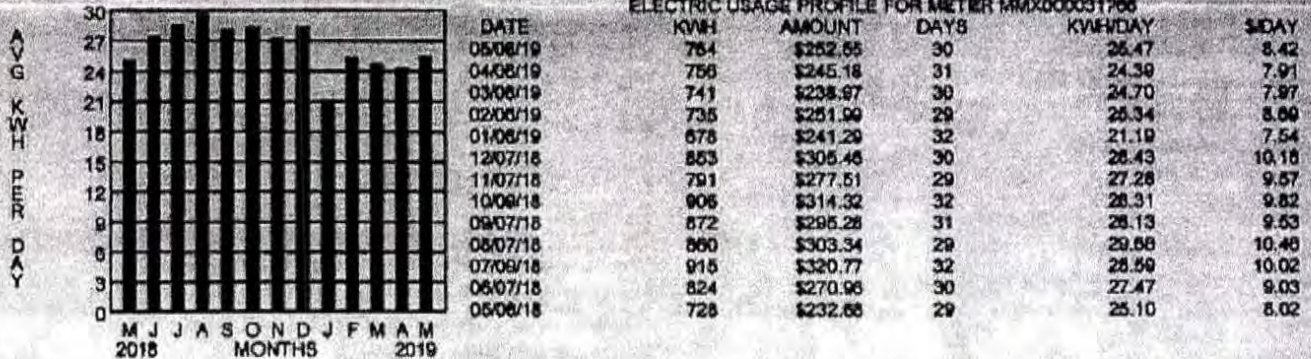
R Residential Service

FROM 04/06/19 TO 05/06/19 30 DAYS

METER#	REGISTER	CURRENT READING	PREVIOUS READING	DIFFERENCE	MULTIPLIER	USAGE
MMX000031766	KWH	28,627.00	27,763.00	764.00	1	764.00

USAGE PROFILE

ELECTRIC USAGE PROFILE FOR METER MMX000031766



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS



210 West Kamehameha Avenue
Kahului, HI 96731-1590
TEL: 808-841-1590

DATE 05/23/2019 TIME 08 12:02

PAYMENT RECEIPT# 30018067223

ACCT# *****5278

PAYMENT AMOUNT \$252.55
CASH PAYMENT

CUST: PEARLITA V CASINO

SERVICE ADDRESS
237 W PAPA AVE
KAHULUI HI 96732

THANK YOU FOR YOUR PAYMENT



Hawaiian Electric
Maui Electric
Hawaii Electric Light

PEARLITA V CASINO

Account Number:
20201115278
Invoice Number:
620411626

Service Address Page 1 of 2
237 W PAPA AVE
Contract:
32188220

ACCOUNT SUMMARY

(See Bill Detail section for more information)

Service Period	05/09/19	06/07/19
Previous Balance	\$252.55	
Payments	\$252.55	
OUTSTANDING BALANCE	\$0.00	
Current Charges	\$284.99	
Current Charges		\$284.99
TOTAL AMOUNT DUE 07/02/2019		\$284.99

MESSAGES

Are you prepared for hurricane season? Refer to our Handbook for Emergency Preparedness, online at:
www.mauielelectric.com/ppapa.

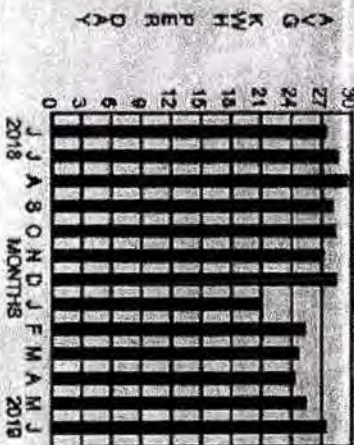
BILL PERIOD

METERS	R Residential Service	REGISTER	CURRENT READING	PREVIOUS READING	DIFFERENCE	MULTIPLIER	USAGE
MAX000031789		KWH	28,364.00	28,027.00	627.00	1	627.00

USAGE PROFILE

ELECTRIC USAGE PROFILE FOR METER MAX000031789

DATE	KWH	AMOUNT	DAYS	KWH/DAY	3DAY
06/07/19	827	\$284.99	30	27.57	9.50
06/06/19	764	\$262.55	30	25.47	8.42
04/06/19	706	\$245.18	31	24.39	7.91
03/06/19	741	\$238.97	30	24.70	7.97
02/06/19	735	\$251.99	29	25.34	8.69
01/06/19	678	\$241.29	32	21.19	7.54
12/07/18	653	\$205.46	30	28.43	10.18
11/07/18	791	\$277.51	29	27.28	9.57
10/08/18	906	\$314.32	32	28.31	9.82
09/07/18	872	\$286.28	31	28.13	9.83
08/07/18	890	\$303.34	29	29.66	10.46
07/06/18	915	\$320.77	32	28.60	10.02
06/07/18	824	\$270.86	30	27.47	9.03



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS



Maui Electric

210 West Kamehameha Avenue
Kahului, HI 96733-0800
TEL: (808) 871-9777

DATE 06/28/2019 TIME 09:48:19

PAYMENT RECEIPT# 30012069182

ACCT# *****5278

PAYMENT AMOUNT \$284.99
CASH PAYMENT

CUST: PEARLITA V CASINO

SERVICE ADDRESS:
237 W PAPA AVE
KAHULUI HI 96732

THANK YOU FOR YOUR PAYMENT



Hawaiian Electric
Maui Electric
Hawai'i Electric Light

Account Number:
202011115278
Invoice Number:
620433112

Service Address Page 1 of 2
237 W PAPA AVE
Contract:
32188220 00355

PEARLITA V CASINO

ACCOUNT SUMMARY

(See Bill Detail section for more information)

Service Period	06/08/19	-	07/09/19
Previous Balance	\$284.99		
Payments	\$284.99-		
OUTSTANDING BALANCE			\$0.00
Current Charges	\$320.48		
Current Charges			\$320.48
TOTAL AMOUNT DUE 07/29/2019			\$320.48

MESSAGES

Join Project Footprint to help create a sustainable Hawai'i. Take steps to reduce your carbon footprint such as installing rooftop solar, and be rewarded. Go to www.mauielectric.com/footprint.

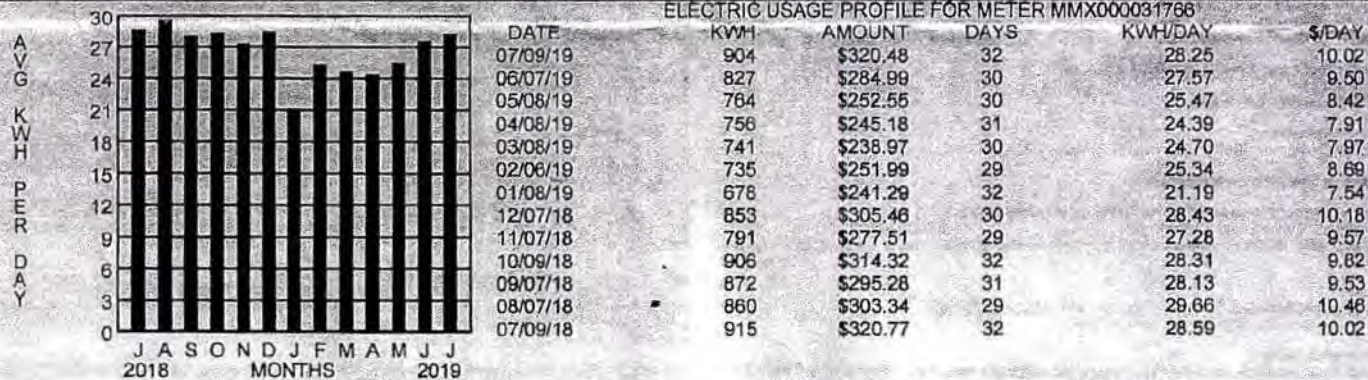
BILL PERIOD

FROM 06/08/19 TO 07/09/19 32 DAYS

METER#	REGISTER	R Residential Service CURRENT READING	PREVIOUS READING	DIFFERENCE	MULTIPLIER	USAGE
MMX000031766	KVH	30,258.00	29,354.00	904.00	1	904.00

USAGE PROFILE

ELECTRIC USAGE PROFILE FOR METER MMX000031766



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS



210 West Kamehameha Avenue
Kahului, HI 96733-6898
TEL: (808) 871-9777

DATE 07/19/2019 TIME 14:09:47

PAYMENT RECEIPT# 30010070826

ACCT# *****5278

PAYMENT AMOUNT \$320.48
CASH PAYMENT

CUST: PEARLITA V CASINO

SERVICE ADDRESS:
237 W PAPA AVE
KAHULUI HI 96732

THANK YOU FOR YOUR PAYMENT



Hawaiian Electric
Maul Electric
Hawai'i Electric Light

Account Number:
202011115278
Invoice Number:
630923472

Service Address Page 1 of 2
237 W PAPA AVE
Contract:
32188220 00728

PEARLITA V CASINO

ACCOUNT SUMMARY

(See Bill Detail section for more information)

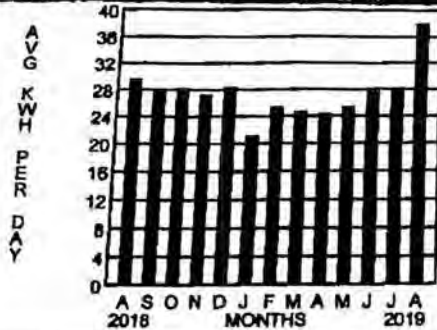
Service Period	07/10/19	-	08/07/19
Previous Balance	\$320.48		
Payments	\$320.48		
OUTSTANDING BALANCE			\$0.00
Current Charges	\$387.22		
Current Charges			\$387.22
TOTAL AMOUNT DUE 08/27/2019			\$387.22

MESSAGES

To report a power outage or downed line call Maui Electric's Trouble Line at 871-7777, or toll-free from Molokai and Lanai at 1-877-871-8461. Available 24 hours a day, 7 days a week.

BILL PERSON

METER# REGISTER R Residential Service CURRENT READING PREVIOUS READING
MMX000031766 KWH 371.358109



DATE	KWH	AMOUNT	DAYS	KWH/DAY	\$/DAY
08/07/19	1101	\$387.22	29	37.97	13.36
07/09/19	904	\$320.48	32	28.25	10.02
06/07/19	827	\$284.99	30	27.57	9.50
05/08/19	784	\$252.55	30	25.47	8.42
04/08/19	756	\$245.18	31	24.39	7.91
03/08/19	741	\$238.97	30	24.70	7.97
02/06/19	735	\$251.99	29	25.34	8.69
01/08/19	678	\$241.29	32	21.19	7.54
12/07/18	853	\$305.45	30	28.43	10.18
11/07/18	791	\$277.51	29	27.28	9.57
10/09/18	908	\$314.32	32	28.31	9.82
09/07/18	872	\$295.28	31	28.13	9.63
08/07/18	860	\$303.34	29	29.66	10.46

WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Maui Electric Company
PO Box 388
Kahului, HI 96733-6898
Telephone: (808) 871-9777

ACCOUNT NUMBER
202011115278

TOTAL AMOUNT DUE
\$387.22

AMOUNT ENCLOSED

DUE DATE
Aug 27, 2019

PLEASE MAKE CHECKS
PAYABLE TO:

Maui Electric Company
PO Box 310040
Honolulu, HI 96820-1040



PEARLITA V CASINO
237 W PAPA AVE
KAHULUI, HI 96732-2727



Hawaiian Electric
Maul Electric
Hawai'i Electric Light

Account Number:
202011115278
Invoice Number:
688482401

Service Address Page 1 of 2
237 W PAPA AVE
Contract:
32188220 01708

PEARLITA V CASINO

ACCOUNT SUMMARY

(See Bill Detail section for more information)

Service Period	08/08/19 - 09/06/19
Previous Balance	\$387.22
Payments	\$387.22-
OUTSTANDING BALANCE	\$0.00
Current Charges	\$417.50
Current Charges	\$417.50
TOTAL AMOUNT DUE 09/29/2019	\$417.50

MESSAGES

Get a better understanding of your electric bill. Take a few minutes to review the explanation of charges provided on our website: www.maulelectric.com/electricbill.

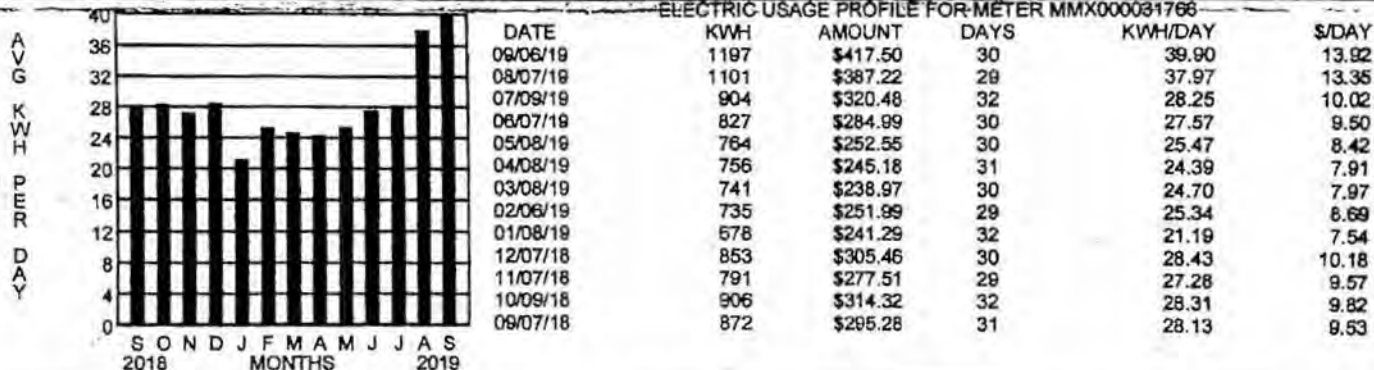
BILL PERIOD

FROM 08/08/19 TO 09/06/19 30 DAYS

METER#	REGISTER	R Residential Service	CURRENT READING	PREVIOUS READING	DIFFERENCE	MULTIPLIER	USAGE
MMX000031766	KWH		32,556.00	31,359.00	1,197.00	1	1,197.00

USAGE PROFILE

ELECTRIC USAGE PROFILE FOR METER MMX000031766



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Maul Electric Company
PO Box 398
Kahului, HI 96733-6898
Telephone: (808) 871-9777

ACCOUNT NUMBER
202011115278

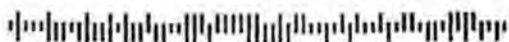
TOTAL AMOUNT DUE
\$417.50

AMOUNT ENCLOSED

DUE DATE
Sep 29, 2019

PLEASE MAKE CHECKS
PAYABLE TO:

Maul Electric Company
PO Box 310040
Honolulu, HI 96820-1040



PEARLITA V CASINO
237 W PAPA AVE
KAHULUI, HI 96732-2727

21 202011115278 00000041750 00000041750



RENTAL AGREEMENT
Hawaii Association of Realtors® Standard Form
Revised 9/83 (NC) For Release 11/84



COPYRIGHT AND TRADEMARK NOTICE: This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

LANDLORD may not discriminate due to RACE, SEX, COLOR, RELIGION, MARITAL STATUS, PRESENCE OF MINOR CHILDREN IN THE FAMILY, ANCESTRY, PHYSICAL OR MENTAL DISABILITY, AGE, OR HIV (human immunodeficiency virus) INFECTION. WE, OUR AND US mean LANDLORD. LANDLORD means the owner or their agent. YOU and YOUR means everyone listed as a TENANT. DWELLING UNIT and UNIT means the place you are renting from LANDLORD. As used in this Rental Agreement, the term "day" shall mean a calendar day and the phrase "business day" shall mean Monday through Friday, not including a holiday as designated in Section 8-1 of the Hawaii Revised Statutes.

1. DATE: 8-13-19 File No. _____
Property Reference: _____
DESCRIPTION: _____

2. TENANTS:

Name (print)	Social Security Number
<u>Perfecto Funtanilla</u>	<u>578-37-49-43</u>
<u>Milla Funtanilla</u>	<u>576-94-53 95</u>
<u>Lisa Funtanilla</u>	

ADDRESS: 237 W. Papa Ave., Kahuhi, Hi.
Business/Residence Phone: 385-12-921
E-Mail: peterfuntanilla@gmail.com
Mailing Address: Same

3. ALL TENANTS RESPONSIBLE: By signing this Rental Agreement, each of you agrees to pay the rent in full and to comply with its terms. Each TENANT is also responsible for other TENANTS and guests and must make sure they comply with the terms of this Agreement.
4. NO SUBLEASING OR ADDITIONAL TENANTS: No additional TENANTS, subleasing, or assignment of the lease will be allowed without the prior written consent of LANDLORD.
5. OCCUPANCY: This Rental Agreement will begin on _____ and will be a: Check all that apply
☐ Fixed Rental Agreement which, unless otherwise agreed to in writing, will end on _____
☐ Rental Extension: This Fixed Rental Agreement will automatically convert to a Month-to-Month Rental Agreement, unless you receive written notice from LANDLORD thirty (30) days prior to the end of the Lease.
☐ Month-to-Month Rental Agreement. If you are on a Month-to-Month Rental Agreement, you must give written notice at least twenty-eight (28) days in advance to terminate and you must pay rent for the twenty-eight (28) days. We must give you written notice at least forty-five (45) days in advance to terminate. You may move at any time during the last forty-five (45) days and shall notify us of your vacate date and pay a prorated rent for the time you occupy the unit. If the unit is to be torn down, converted to a condominium, or changed to a vacation rental, we must give you written notice at least one hundred twenty (120) days in advance to terminate. You may move at any time during the last one hundred twenty (120) days and shall notify us of your vacate date and pay a prorated rent for the time you occupy the unit.
☐ Other _____

Your Rental Agreement may be ended earlier if you do not pay the rent and/or comply with this Agreement. If, after this Rental Agreement is terminated, you stay in the unit without our written consent, you may be a HOLDOVER TENANT liable for double rent and other penalties.

6. RENT: The rent is \$ 1,500.00 (U.S. Funds)
per ☒ Month or ☐ Week or ☐ Day PAYABLE IN ADVANCE, without notice, demand, or deduction. Payment is due on the _____ day of each ☐ Month or ☐ Week BEGINNING ON _____ (date). You must pay to LANDLORD.

at this address: _____

LANDLORD must reside on the island where the unit is located. We will give you a receipt for rents paid in cash and, upon request, for rents paid by checks.

P.F. 8-13-19
TENANT'S INITIALS & DATE

Phyllis V. Casano 8-13-19
LANDLORD'S INITIALS & DATE



7. LATE FEES AND OTHER CHARGES: You must pay a late fee of \$_____ for each payment we do not receive by _____
[] on [] day of the _____ day after payment is due. Interest at _____ % per year will be charged on all rent and other sums you do not
pay to us on time.

8. SECURITY DEPOSIT: You must pay \$_____ IN ADVANCE as a security deposit. By law, this deposit may not be more than one
month's rent; we may not receive more than the security deposit and the first month's rent. YOU MAY NOT USE THIS DEPOSIT AS YOUR LAST
MONTH'S RENT. Any interest earned on the security deposit shall be paid to:_____. The
person or entity responsible for safe keeping or custody of your security deposit shall be:_____.

9. UTILITIES AND SERVICES: If they are checked, you must take care of and arrange and pay for the following items from the date your occupancy
starts until it ends:
[] cesspool pumping [] pool service [] telephone (basic) [] tv cable (additional)
[] electricity [] refuse [] telephone (additional) [] water
[] gas [] sewer [] tv cable (basic) [] yard service
[] other _____

10. KEYS, CARDS AND LOCKS: We are giving you the keys, parking cards and locks listed below. You may not have additional keys or cards made
or locks changed or added, unless you have our written permission in advance.

Item:	Number Given To You:	Item	Number Given To You:
_____	_____	_____	_____
_____	_____	_____	_____

11. SPECIAL TERMS: You and we agree that: (Please Number) [] Lead-Based Paint Addendum _____ [] Pet Addendum _____
[] Addendum _____

12. STANDARD TERMS: YOU AND WE AGREE THAT THE STANDARD TERMS ARE PART OF THIS AGREEMENT. BE SURE YOU READ ALL OF
THESE TERMS BEFORE YOU SIGN.

13. RECEIPT BY TENANT: You have received a copy of this Rental Agreement and the following as checked:

[] Fair Housing Information	[] Lead-Based Paint Pamphlet
[] House Rules	[] Vacating Instructions
[] Inventory and Condition Form	[] Other: _____

14. TENANT SIGNATURES:

Name (print)

Signature

Date

15. LANDLORD SIGNATURE AND INFORMATION:

Name (print)

Signature

Date

Address _____

Telephone _____

Emergency Phone # _____

16. RECEIPT: The sum of \$_____ in the form of _____ has been received from you, and is to be applied as follows:

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain
language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII
REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Seller, or other person who uses this form for any
damages or possibly because of any violation of Chapter 487A. People are cautioned to use their own attorneys about Chapter 487A (and other laws that may apply).

STANDARD TERMS

ALL PARTIES AGREE TO THE FOLLOWING:

- A. **ABANDONMENT/ABANDONED POSSESSIONS:** If you are absent from the unit for twenty (20) continuous days or more, without written notice, and have not paid the rent, we shall consider the unit abandoned. If you wrongfully quit, abandon or otherwise move out of the unit and leave any personal property, which we determine to be of value, we may store, sell, or donate the items, but we must first contact you by mailing you a notice. After fifteen (15) days, we will advertise the items for sale or may donate the items to a charitable organization. Any proceeds from a sale, after expenses, will be held for thirty (30) days and afterward will be forfeited. If we determine the abandoned personal property is of no value, we may dispose of it without further notice or liability.
- B. **AGENCY:** Property Manager/Rental Agent represents LANDLORD/OWNER. Property Manager/Rental Agent does not represent TENANT. Property Manager/Rental Agent [] does [] does not hold an active real estate license in the State of Hawaii.
- C. **ASBESTOS DISCLOSURE:** TENANT is aware that asbestos materials are hazardous to one's health, particularly if asbestos fibers are released into the air and inhaled. In the past (before 1979, but possibly since) asbestos was a commonly used insulation material in heating facilities and in certain types of floor and ceiling materials, shingles, plaster products, cement and other building materials. TENANT is aware that TENANT should make appropriate inquiry into the possible existence of asbestos on the unit. Structures having "popcorn" or "cottage cheese" type ceilings may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance should be done only by licensed abatement contractors.
- D. **CHECK THE RESIDENTIAL LANDLORD-TENANT CODE (THE CODE):** The Code is Chapter 521 of the Hawaii Revised Statutes. Both LANDLORD and TENANT should check the Code to learn what duties, rights and remedies they have in addition to what is said in this Rental Agreement.
- E. **CONFLICT WITH THE CODE AND OTHER LAWS:** If it is found that any part of this Rental Agreement or its terms conflict with the Code or any other Federal, State or County laws governing LANDLORD-TENANT relations, public health and safety, etc., then those laws will control; however, all other terms and conditions will still be valid and must be obeyed.
- F. **DAILY RATE:** Daily rent is calculated using a uniformly apportionable method.
- G. **HAZARDOUS WASTE AND TOXIC SUBSTANCES DISCLOSURE:** TENANT shall have liability for hazardous substances which TENANT caused to be on or under the unit.
- H. **HOLDOVER TENANCY:** If you stay in the unit after your Rental Agreement is ended, you will be a HOLDOVER TENANT and may be liable for twice the monthly rent under the Rental Agreement on a prorated daily basis for each day you are a HOLDOVER TENANT. Staying in the unit after your Rental Agreement, includes, but is not limited to, your failure or refusal to do the following BY THE DAY YOUR TENANCY ENDS: to return all the keys to the unit to us, to complete all repairs, to remove all of your personal items, and to clean the unit. We may also go to court to obtain possession of the unit at any time during the first sixty (60) days of your holdover. If we do not go to court during the first sixty (60) days of your holdover and do not enter into a new Rental Agreement at the end of that period, you will be a MONTH-TO-MONTH TENANT and you must pay us the monthly rent under the prior Agreement.
- I. **INVENTORY & CONDITION:** Before you move in: We will inspect and inventory the unit and the items in it (including fixtures, furnishings, appliances, and other personal property). We will prepare a written INVENTORY & CONDITION FORM, which you should check carefully. You and we will sign it and a copy will be given to you. This form will be our agreement about what the condition of the unit was, what items were in the unit, and their condition when you moved in. Whenever you move out: You must take all your personal items with you. If you leave any behind, you must pay for any storage and other costs, including advertising costs, involved in selling or getting rid of them. You must leave the unit in the same condition as when you moved in. It is your duty to have the unit in clean and proper condition ON THE DAY YOUR TENANCY ENDS, NOT ON ANY LATER DAY. You must have the same items in it that were there when you moved in; and you must leave these items in the same condition as when you moved in, except for normal wear and tear. If there is any disagreement, the signed INVENTORY & CONDITION FORM will be treated as correct.
- J. **LANDLORD RESPONSIBILITIES:** We will give you the right to occupy the unit in its accepted condition on your date of occupancy. Any services/appliances supplied by us, we will maintain. We will not be liable for any interruption in these services/appliances which are beyond our control. You may not end this Rental Agreement because services/appliances are interrupted.
- K. **MILITARY TENANTS:** If your military orders require a change of your residence to some place off the island for sixty (60) days or more, you must give us a copy of these orders. You may end this Rental Agreement by giving us written notice twenty-eight (28) days in advance, accompanied by a copy of your orders.
- L. **REFUND OF SECURITY DEPOSIT:** We must return your deposit, MINUS DEDUCTIONS, not later than fourteen (14) calendar days after the termination of the Rental Agreement. We must give you a written statement at that time explaining any deductions. Deductions can be made for the following reasons: to repair or replace any item that is damaged or missing; to pay any and all amounts due; to change the locks and replace any keys and cards that were given to you and not returned; to clean and put the unit, and the items in it, in the same condition they were in when you moved in, if you do not do so; and to pay our damages caused by your quitting the unit wrongfully. If your deposit is not enough to cover all the damages and costs, you must pay for the extra amount.
- M. **RENT INCREASE:** If you are on a Fixed Rental Agreement, we may not increase the rent prior to the ending date. If you are on a Month-to-Month Rental Agreement, we must give you written notice forty-five (45) days prior to any rent increase; you must pay the increased rent or give a twenty-eight (28) day written notice to terminate.
- N. **RENT TRUST FUND:** If you and we disagree about the payment of or an increase in the rent and we go to court, you can be required by the court to pay the disputed rent into a special rent trust fund. The court will control this fund and pay you or us according to the court's findings.

TENANT'S INITIALS & DATE

Hawaii Association of REALTORS®

LANDLORD'S INITIALS & DATE

- Q. RIGHT TO ENTER:** We will give you at least two (2) days notice before entering, and enter only during reasonable hours, except in case of emergency or when it is not practical to do so. We may enter the unit in order to: inspect; make needed or agreed repairs; decorate, change or improve the unit; supply services as agreed; and show it to anyone who may want to buy, rent, or lend money on it. We will not abuse this right or use it to harass you. You shall not unreasonably withhold your consent. We have no other right of entry, except by court order, or if it appears that you have abandoned the unit.
- P. SERVICE OF NOTICE:** If we have to give any notice to you, we can serve it on any occupant. By serving one of you, we have given notice to all of you. If we cannot deliver a notice to you, we may post the notice in a conspicuous place on the unit.
- Q. SEX OFFENDER REGISTRATION ("Stegan's Law"):** Hawaii has enacted a law requiring sex offenders to register with the Attorney General's office. LANDLORD makes no representations as to whether or not the public has access to this information. Neither LANDLORD, nor any real estate agent is required to obtain information regarding sex offenders.
- R. TENANT RESPONSIBILITIES:**
- Alterations:** You will not: (a) change, add to, or paint the unit; (b) bore or make holes by drilling, nailing, or fastening any item to the unit through use of nails, screws, adhesives, or like items without our prior written consent. Except that in accordance with federal and state laws, if you have a disability, you are permitted to make reasonable modifications to the unit, at your expense, if such modifications are necessary to enable you to use and enjoy the unit; provided, however, that you submit a request for the modification to us for approval. Your request shall state, with specificity and in detail, the nature of the modification, and your reason for needing to make such a modification. We shall not unreasonably withhold or delay our consent to your request. Also, it may be necessary for you to seek the approval of our community association prior to making any modifications. Upon the termination of the Rental Agreement, you are required to return the unit to its original appearance and condition at no cost or expense to LANDLORD.
 - Compliance with Rules:** You agree to comply with all rules that apply to the unit and to your use of the unit including, but not limited to: (a) by-laws, house rules, and other rules; (b) any federal, state, or county laws; and (c) any other restrictions.
 - Disturbances:** You will not disturb others, or keep them from enjoying their peaceful or any common facilities at any time. You will not play loud music, percussion, audio, or video instruments, or cause any loud or offensive sounds.
 - Insurance:** You understand that our insurance does not cover your belongings or damage that you cause. You agree that we are not responsible for any loss or damage during the term of the Rental Agreement. You agree to carry insurance covering all of your property located in the unit or bear full responsibility for the damage including damage from fire, water, theft, or any cause.
 - Maintenance:** You agree to maintain and properly use and operate all electrical, gas, plumbing and other fixtures and appliances supplied. You are responsible for ordinary maintenance including replacing light bulbs, air conditioning filters, batteries for smoke/detection detectors and other items, and if applicable, lawn/yard care. You are responsible for the repair of any stoppage in plumbing fixtures or lines, and any damage caused by you, members of your family, guests or others.
 - Notice of Absence:** You must tell us in advance if you will be absent from the unit for five (5) days or more. If you do not give us this notice, you will have to pay for any damage that results from your absence.
 - Notice of Defects:** If you notice any defects in the unit which are NOT your duty to fix, you must tell us promptly. Any damage caused by your failure to report any defect is your responsibility.
 - Pets:** Pets are not allowed to occupy or to visit, unless we give you prior written approval. We will allow you to keep a guide dog, signal dog, or other service animal which you depend upon for assistance provided that you: (a) observe all applicable laws (i.e., leash and pick-up laws), by-laws and/or house rules; (b) assume responsibility for any damage caused by your pet; and (c) agree to professionally shampoo and carpet clean the unit when you vacate the unit. If you bring pets into the unit without our written approval, we may terminate your Rental Agreement.
 - Residential Use Only:** You may use the unit only as a place to live and not for any unlawful, improper, or offensive purpose, or illegal activity.
- S. WHAT THE LANDLORD CAN DO IF YOU DO NOT KEEP TO THIS AGREEMENT:**
- Failure to pay the rent:** If you do not pay the rent by the due date, we can give you written notice demanding payment. If the rent is not paid within the time specified (NOT FASTER THAN FIVE (5) BUSINESS DAYS) after receipt of that notice, we may terminate your Rental Agreement. If we employ an attorney or collection agency, you must pay for attorney's fees (not more than twenty-five percent (25%) of the unpaid rent) and costs, regardless of whether or not a lawsuit is filed.
 - Failure to comply with the rules:** If you fail to comply with any of the terms of the Rental Agreement, including damaging the unit or violating any of the house rules, laws, or other restrictions, we will give you written notice of the violation. If the damage is not repaired or the violation is not corrected within the time specified (NOT LESS THAN TEN (10) DAYS) from receipt of that notice, we may correct it and charge the cost as additional rent and terminate the Rental Agreement. Notice is hereby given that you are responsible for paying for any fines, penalties, or other assessments charged by any government agency, homeowners associations, and/or condominium association because of your failure to comply with any of the terms of the Rental Agreement.
- If the breach of the Rental Agreement is because of your illegal use of the unit or you cause or threaten to cause injury to any person, we may terminate the Rental Agreement immediately. You understand that reasonable attorney's fees and costs may be awarded to the prevailing party.
- T. RENTAL HISTORY:** TENANT gives LANDLORD permission to provide rental history to other prospective LANDLORD.

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVENUE STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to use their own attorneys about Chapter 487A (and other laws that may apply).

RECEIPT

No. 095614

DATE October 14 - 2019

FROM Perfecto Fontanilla \$ 3000.00

Reimbursement Rent DOLLARS

☐ FOR RENT

☒ FOR

July & August

ACCT.	
PAID	
DUE	

☒ CASH

☐ CHECK

☐ MONEY ORDER

☐ CREDIT CARD

FROM

BY

TO Perfecto V. Casan

las

SLUMBERWORLD MAUI
374 HANAKAI STREET
KAHULUI HI 96732
808 877-5503

mattress



Sales Quote
691194826

Estimated Date	Document Date
As Soon As Possible	08/22/19

Sold To
PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Ship To
PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Terms	Salesperson	Customer #	Store
NO TERMS	SLB	191194816	69
Printed: 08/23/19 02:50PM			
D - Delivery			

Ln#	Model/Brand/Description	Order	Price	Amount
1	D Model: 10735150 Brand: SW ADAPT MEDIUM HYBRID QN M	1	\$2,399.00	\$2,399.00
2	D Model: D29901109 Brand: SW PAMA VENTILATED DECK 4P QN	1	\$79.99	\$79.99
3	D Model: 700810003-1030 Brand: SW BR800 MED FU M	1	\$479.99	\$479.99
4	D Model: 700810116-5030 Brand: SW BR 2019 FL FDTN	1	\$259.99	\$259.99
5	D Model: E44921200 Brand: SW UNIVERSAL CLAMP TFQK BEDFRM	1	\$99.99	\$99.99
6	D Model: 700810003-1050 Brand: SW BR800 MED QN M	1	\$499.99	\$499.99

Merchandise: \$3,818.95
Tax: \$159.10
Total Sales Quote: \$3,978.05
Sales Quotes are valid for 30 days from the Document Date

We appreciate your feedback and want to hear from you.
Let us know how we're doing: <http://www.csworld.com/feedback>

HOMEWORLD MAUI
374 HANAKAI STREET
KAHULUI HI 96732
808 877-5503

bedroom



Sales Quote
191194816
Estimated Date
As Soon As Possible
Document Date
08/22/19

Sold To
PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Ship To
PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Terms	Salesperson	Customer #	Store
NO TERMS	SNB	191194816	19
Printed: 08/23/19 02:48PM			
D - Delivery			

Ln#	Model/Brand/Description	Order	Price	Amount
1	D Model: G4782 Brand: HW AMHERST NIGHTSTAND-CHAR	6	\$249.00	\$1,494.00
2	D Model: G4783 Brand: HW AMHERST 5 DRAWER CHEST-CHAR	3	\$649.00	\$1,947.00
3	D Model: DRA480000 Brand: HW DRAKE CORNER CURIO	1	\$939.00	\$939.00
4	D Model: G4780/HDBDFTBD Brand: HW AMHERST QN HDBD FTBD 1/3-CHAR	1	\$499.00	\$499.00
5	D Model: G4780/RAILS Brand: HW AMHERST QN RAILS 2/3-CHAR	1	\$0.00	\$0.00
6	D Model: SLA540100 Brand: HW UNIVERSAL QN SLATS 3/3	1	\$0.00	\$0.00
7	D Model: G4780/HDBDFTBD Brand: HW AMHERST QN HDBD FTBD 1/3-CHAR	1	\$499.00	\$499.00
8	D Model: G4780/RAILS Brand: HW AMHERST QN RAILS 2/3-CHAR	1	\$0.00	\$0.00
9	D Model: SLA540100	1	\$0.00	\$0.00

We appreciate your feedback and want to hear from you.
Let us know how we're doing: <http://www.cswow.com/feedback>

HOMEWORLD MAUI
374 HANAKAI STREET
KAHULUI HI 96732
808 877-5503



Sales Quote
191194816
Estimated Date
As Soon As Possible
Document Date
08/22/19

Sold To PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Ship To PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Terms	Salesperson	Customer #	Store
NO TERMS	SNB	191194816	19
Printed: 08/23/19 02:48PM			
D - Delivery			

Ln #	Model/Brand/Description	Order	Price	Amount
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Brand: HW
UNIVERSAL QN SLATS 3/3

Merchandise:	\$5,378.00
Delivery Charge:	\$125.00
Tax:	\$229.26
Total Sales Quote:	\$5,732.26

Sales Quotes are valid for 30 days from the Document Date

We appreciate your feedback and want to hear from you.
Let us know how we're doing: <http://www.cswow.com/feedback>

HOMEWORLD MAUI
374 HANAKAI STREET
KAHULUI HI 96732
808 877-5503

*Living, dining
bed -*



Sales Quote

191195387

Estimated Date

Document Date

As Soon As Possible

08/23/19

Sold To

PERLITA CASINO
237 W PAPA AVE
KAHULUI, HI 96732

Ship To

PERLITA CASINO
237 W PAPA AVE
KAHULUI, HI 96732

Terms	Salesperson	Customer #	Store
NO TERMS	TNC,SNB	191194816	19
Printed: 08/23/19 02:58PM			
D - Delivery			

chance

Ln#	Model/Brand/Description	Order	Price	Amount
1	D Model: SPECIALORDER Brand: MISC DEPOSIT IS NON JONL 10529 SETH DAYBED \$1249.99	1	\$1,249.99	\$1,249.99
2	D Model: BAL480002 Brand: HW LATITUDE 2SKUS 54"DNG TBL PKG	1	\$2,199.00	\$2,199.00
3	D Model: BAL480000 Brand: HW LATITUDE DINING TABLE-BASE 1/2	1		\$0.00
4	D Model: BAL480001 Brand: HW LATITUDE DNG TBL-54"RND GLS2/2	1		\$0.00
5	D Model: BAL480008 Brand: HW CEDAR KEY OVAL BACK SIDE CHR	6	\$799.00	\$4,794.00
6	D Model: BAL780000 Brand: HW ENCHANTED ISLE DESK	1	\$2,239.00	\$2,239.00
7	D Model: G4780/HDBDFTBD Brand: HW AMHERST QN HDBD FTBD 1/3-CHAR	1	\$499.00	\$499.00
8	D Model: G4780/RAILS Brand: HW AMHERST QN RAILS 2/3-CHAR	1	\$0.00	\$0.00

We appreciate your feedback and want to hear from you.
Let us know how we're doing: <http://www.csw.com/feedback>

HOMEWORLD MAUI
374 HANAKAI STREET
KAHULUI HI 96732
808 877-5503



Sales Quote
191195387
Estimated Date
As Soon As Possible
Document Date
08/23/19

Sold To
PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Ship To
PERLITA CASINO 237 W PAPA AVE KAHULUI, HI 96732

Terms	Salesperson	Customer #	Store
NO TERMS	TNC,SNB	191194816	19
Printed: 08/23/19 02:58PM			
D - Delivery			

Ln#	Model/Brand/Description	Order	Price	Amount
9	D Model: SLA540100 Brand: HW UNIVERSAL QN SLATS 3/3	1	\$0.00	\$0.00

Merchandise:	\$10,980.99
Delivery Charge:	\$125.00
Tax:	\$462.68
Total Sales Quote:	\$11,568.67

Sales Quotes are valid for 30 days from the Document Date

We appreciate your feedback and want to hear from you.
Let us know how we're doing: <http://www.cswc.com/feedback>

1249⁹⁹

**Jonathan Louis
Accessories Price List 2017**



**10529 Seth Daybed
87x39x30**

Leg Finish: Mocha

Basic

Premium A,B&C

Ships with 2 self bolster pillow; not available in accent fabrics

		Date 8/18/19
Customer Name Perlita Casino		Contact
Street 237 West Papa		Phone
City, State/Province, Postal Code, Country Kahului, HI, 96732		
Job Location Kahului		

Item	Quantity	Description	Unit Price	Total
		Furniture Approx Cost/Value		
	3	Blue max elite Serta (Mattress only)	\$2,299.00	\$6,897.00
	3	Box spring/headboard and frame	\$1,200.00	\$3,600.00
	3	Bedroom dressers	\$550.00	\$1,650.00
	6	Closet hardwood doors	\$165.00	\$990.00
	6	Bedroom nightstand	\$300.00	\$1,800.00
	6	Dining chairs	\$250.00	\$1,500.00
	1	TV Entertainment stand	\$1,500.00	\$1,500.00
	1	Armoire	\$800.00	\$800.00
	1	Living room glass furniture showcase	\$1,200.00	\$1,200.00

Subtotal	
Tax	
TOTAL	\$19,937.00

Signature: Perlita V. Casino Date: 8-20-19
808 - 298-2729

	Date 9/10/19
Customer Name Perlita Casino	Contact
Street 237 West Papa	Phone
City, State/Province, Postal Code, Country Kahului, HI, 96732	
Job Location Kahului	

Item	Quantity	Description	Unit Price	Total
		Furniture Approx Cost/Value		
	3	Blue max elite Serta (Mattress only) -> purchased 5-6 years	\$2,299.00	\$6,897.00
	3	Box spring/headboard and frame -> purchased 5-6 years	\$1,200.00	\$3,600.00
	3	Bedroom dressers -> purchased 5-6 years	\$550.00	\$1,650.00
	6	Closet hardwood doors -> purchased 5-6 years	\$165.00	\$990.00
	6	Bedroom nightstand -> purchased 5-6 years	\$300.00	\$1,800.00
	6	Dining chairs -> purchased 5-6 years	\$250.00	\$1,500.00
	1	TV Entertainment stand -> purchased 5-6 years	\$1,500.00	\$1,500.00
	1	Armoire -> purchased 5-6 years	\$800.00	\$800.00
	1	Living room glass furniture showcase -> purchased 5-6 years	\$1,200.00	\$1,200.00

Subtotal	
Tax	
TOTAL	\$19,937.00

Signature: _____	Date: _____
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KAHULUI CARPET & DRAPERY PRODUCTS, INC.

RESTORATION DIVISION

"Over 46 years of Pride, Service and Aloha"

MAUI OFFICE:

65 W. Kaahumanu Ave., Unit 34
Kahului, HI 96732
Phone: (808) 871-1033
Fax: (808) 871-1005



OAHU:

2147 Eluwene St.
Honolulu, HI 96819

INVOICE

JC CONTRACTING LLC
PERLITA CASINO WATER RELEASE REMEDIATION

Date: July 30th, 2019

ADDRESS: 377 West Hawaii Street, Kahului, HI 96732

CONTACT NAME: Jun Corpuz

PHONE: 1-808-276-2449

MATERIAL:

- Roll Off Construction Bin, 10yard.
- "Microban" Antimicrobial.
- Misc. Water Release Remediation Supplies.
- Rental: (4) DriEaz Air Scrubbers + Setup and Delivery for (5) Five Days Each.
- Rental: (1) Dehumidifier LGR 700 + Setup and Delivery for (2) Two Days.

Material SUBTOTAL: \$2,668.90

LABOR:

- Setup Critical Barriers.
- Demo and Dispose 12" x 12" Ceramic Tile. (400sf).
- Scrape Subfloor.
- Remove and Dispose Water Damaged Furniture.
- Demo and Dispose of Door Casings.
- Demo and Dispose of Bath Tubs.
- Demo and Dispose 12"-18" of Cat. 3 Water Damaged Drywall Throughout Perimeter.
- Apply Anti-Microbial and Encapsulate Wall Cavities.
- Flood Method Mopping and Wipe-Down of All Furniture with "MicroBan".
- Fogging W/ Dry Sterilant.

Labor SUB TOTAL: \$16,222.14

Project Total: \$19,678.28

Deposit Paid: \$4,919.57

Balance Due: \$14,758.71

* 25% Deposit (\$4,919.57) prior to starting work, balance due upon completion.

* Emergency work, prices adjusted accordingly.

* Pacific Pure Maintenance & Restoration to perform application of Dry Fog Sterilant to all affected areas.

All materials are guaranteed to be as specified. All jobs are to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner is to carry fire, hurricane, flood and other necessary insurance. **All workers that are employed by Kahului Carpet are fully covered by Worker's Compensation Insurance.**

"Chapter 572 of the Hawaii Revised Statutes contains important requirements you must follow before you may file a lawsuit or other action for a defective construction against the contractor that designed, repaired or constructed your home or facility. Ninety days before you file your lawsuit or other action, you must serve on the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. You are not obligated to accept any offer made by a contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect your ability to file a lawsuit or other action."

KAHULUI CARPET & DRAPERY PRODUCTS, INC.

RESTORATION DIVISION

"Over 46 years of Pride, Service and Aloha"

Signature: _____

Date: _____

Price good for 30 days/ Customer or Job Name Representative

**PROPOSAL****DATE: JULY 19, 2019****JOB NAME: PERLITA CASINO****JOB LOCATION: 237 WEST PAPA AVE KAHULUI**

I hereby propose to furnish the labor & materials for the completion for the following.

1. Remove existing laminated floor on three bedroom ,living room ,kitchen
2. Remove another existing vinyl floor tile using torch
3. Install laminated floor match to the existing floor tile on 950 sq ft living area approx..
4. Remove existing kitchen cabinets and bathroom vanity
5. Remove existing baseboard
6. Install new two[2] set of cabinets and two bathroom vanity including counter tops
7. Paint three bedroom and living area with two coat finish
8. Install two[2] new bathroom tub assembly
9. Install ceramic tile on bathrooms

All labor is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specification submitted for the above work and completed in a substantial manlike manner for the sum of \$ 42,895 tax Included (Forty two thousand eight hundred ninety five US dollars)

Initial Down Payment

- \$ 10,000 upon signing contract
- \$ 10,000 after painting walls and flooring install
- \$ 10,000 start installing cabinets
- \$ 8,000 start installing bath tubs
- \$ 4,895 upon completion of the job

Any alteration or deviation from above specification involving extra costs will be executed upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Frederick A. Jones

Note: This proposal may be withdrawn if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL: The above price, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Perlita V. Casins
Authorized Signature

7-25-19
Date



Lic #: CT-36675

Invoice Number 13004	Date 8/03/19
Customer Name Perlita Casino	Contact Jun Corpuz
Street 237 West Papa	Phone (808) 276-2449
City, State/Province, Postal Code, Country Kahului, HI, 96732	Email juncorpuz47@yahoo.com
Job Location Kahului	Salesperson

Invoice #	Quantity	Scope of Work	Total
696965		Drain line service Snake drain (2 hours)	\$500.00
696966		Sewer clog service Run inspection camera Locate/dig sewer clean out/man hole	\$1,480.00
696968		Sewer clog service Run 4,100 psi jetter Called for pump truck for suck black water Approx 1,600 gallons	\$2,658.00
696969		Assist move furniture with Kahului Carpet employee	\$900.00

"Chapter 572 of the Hawaii Revised Statutes contains important requirements you must follow before you may file a lawsuit or other action for a defective construction against the contractor that designed, repaired or constructed your home or facility. Ninety days before you file your lawsuit or other action, you must serve on the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. You are not obligated to accept any offer made by a contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect your ability to file a lawsuit or other action."

Project Total	\$5,553.00
Tax	\$230.70
Balance Due	\$5,783.70 PAID IN FULL


All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above from above specifications involving extra cost will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance.
All workers that are employed by JC Contracting LLC are fully covered by Worker's Compensation Insurance.

Tommy [Signature] 8-3-19



Lic #: CT-36675

Invoice Number 13008	Date 8/25/19
Customer Name Perlita Casino	Contact Jun Corpuz
Street 237 West Papa	Phone (808) 276-2449
City, State/Province, Postal Code, Country Kahului, HI, 96732	Email juncorpuz47@yahoo.com
Job Location Kahului	Salesperson

Item	Quantity	Scope of Work	Total
		ADDENDUM (Storage underneath the stairs) 1. Remove existing laminate floor (11x14 sqft) 2. Install 18x18 ceramic tiles 3. Paint wall 4. Replace closet doors in 3 bedroom, 3 (sets) 36"  wide 5. Install wood trim around 6. Labor/materials	

"Chapter 572 of the Hawaii Revised Statutes contains important requirements you must follow before you may file a lawsuit or other action for a defective construction against the contractor that designed, repaired or constructed your home or facility. Ninety days before you file your lawsuit or other action, you must serve on the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. You are not obligated to accept any offer made by a contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect your ability to file a lawsuit or other action."

Project Total	\$6,450.00
Deposit Paid	\$1,000.00
Balance Due	\$5,450.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above from above specifications involving extra cost will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance.

All workers that are employed by JC Contracting LLC are fully covered by Worker's Compensation Insurance.

Signature:

Date:



Lic #: CT-36675

Invoice Number 13005	Date 8/03/19
Customer Name Perlita Casino	Contact Jun Corpuz
Street 237 West Papa	Phone (808) 276-2449
City, State/Province, Postal Code, Country Kahului, HI, 96732	Email juncorpuz47@yahoo.com
Job Location Kahului	Salesperson

Item	Quantity	Scope of Work	Total
		<ol style="list-style-type: none">1. Remove existing laminated floor on three bedroom, living room, kitchen2. Remove another existing vinyl floor tile using torch3. Install laminated floor match to the existing floor tile on 950 sq ft living area approx..4. Remove existing kitchen cabinets and bathroom vanity5. Remove existing baseboard6. Install new two[2] set of cabinets and two bathroom vanity including counter tops7. Paint three bedroom and living area with two coat finish8. Install two[2] new bathroom tub assembly9. Install ceramic tile on bathrooms	

"Chapter 572 of the Hawaii Revised Statutes contains important requirements you must follow before you may file a lawsuit or other action for a defective construction against the contractor that designed, repaired or constructed your home or facility. Ninety days before you file your lawsuit or other action, you must serve on the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. You are not obligated to accept any offer made by a contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect your ability to file a lawsuit or other action."

Project Total	\$42,895.00
Deposit Paid	\$8,000.00
Balance Due	\$34,895.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above from above specifications involving extra cost will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance.
All workers that are employed by JC Contracting LLC are fully covered by Worker's Compensation Insurance.

Signature:

Date:

8/3/19

696964

TO JC CONTRACTING LLC		FROM TO PELLITA CASNO	
877 WEST HAWAII ST		ADDRESS 237 WEST PAPA	
EWA CT. 36675		CITY, STATE, ZIP AVE KAH 96732	
ORDER NO.	SOLD BY	TERMS	F.O.B.
			DATE 7-4-19

DESCRIPTION	PRICE	UNIT	AMOUNT
DRAW WIRE SERVICE	\$	NR	-
GRADE DRAW 240S		300	
			\$ 600 -
			20.80
PAID			\$ 520.80

661270 JC CONTRACTING LLC		SHIP TO PERLITA CASANO	
ADDRESS 377 WEST HAWAII		ADDRESS 237 WEST PAPA	
CITY, STATE, ZIP ST. KAH 96705		CITY, STATE, ZIP AVE KAH 96702	
CUSTOMER ORDER NO.	SOLD BY	TERMS	DATE 7-18-19

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		SEWER LINE SERVICE			\$150
		RW 4100 PSI JETTER			\$800
		CALLER FOR PUMP TRUCK FOR SUCK BLACK WATER			\$1700
		APPROX 1600 GALLONS			\$2650
		PAID			100
					\$2766

Abstract

696966

ORDERED		SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
			SEWER CLOG SERVICE			\$ / hr
			PIPE INSPECTION			\$ 480
			CAMERA			
			LOCATE / DIG SEWER			\$ 880
			CLEAN OUT			\$ 1,480
						\$ 61
						\$ 1,541

PAID



John Rasmussen, CPCU, CLU, ChFC, AIC
General Adjuster
John.Rasmussen@Sedgwick.com
Direct: (971) 271-1879
Fax: (503) 697-5871

November 18, 2019

Sedgwick Claim Management Services

Attn: Sheri Corpuz
Sheri.Corpuz@Sedgwick.com

Report : First and Final Report
Co. Claim Number : 0193234263-0001
Client : County of Maui
Claimant : Perlita Casino
Date of Loss : July 17, 2019
Location of Loss : 237 West Papa Ave. Kahului, HI 96732
Sedgwick File Number : QCC19345390

Dear Sheri:

Thank you for assigning this claim to Sedgwick. Below is my initial report of investigation. Should you have any questions or concerns, please do not hesitate to call or email.

ASSIGNMENT

We were asked to review numerous invoices and photos of the claimants structural and personal property claim and complete a desk adjustment by completing an Xactimate estimate considering betterment and depreciation of the repairs/replacements. The claimant alleges the damages were necessitated by a back-up of sewer with the county of Maui responsible for the damages.

INSURED CONTACT

No insured contact was required as part of this assignment. As a desk adjustment assignment only, no loss site visit was conducted.

Notification of Loss

We received this assignment on November 8, 2019. The date of loss was reported as July 17, 2019. It appears all repairs to the claimant's home were already completed at the time of this assignment.

Cause of Loss

The reported cause of loss was a backup of sewer.

CLAIMANT'S PROPERTY DAMAGE CLAIM REVIEW

Structural Claim

The claimant is making claim for structural damages as follows:

• Sewer Service	JC Construction	\$ 5,783.70
• Mitigation Costs	Kahukui Carpet	\$19,678.28
• Structural Repairs	JC Construction	\$42,895.00
• Structural Suppl.	JC Construction	<u>\$ 6,450.00</u>
○ Total Structural Claim		\$74,806.98

Using the information available from the invoices, photos, and from the contractor, I completed an estimate in Xactimate for the repair work completed by JC Construction. This is to be used for comparative purposes and considers betterment and depreciation. Depreciation was applied based on either known or estimated age and condition of the damage pre-loss.

The comparative Xactimate estimate totals:

• Replacement Cost	\$40,364.55
• Less Depreciation	<u>(\$6,870.75)</u>
• Actual Cash Value	\$33,493.80

It should be noted that as a desk adjustment assignment this estimate is based upon limited information and should be used as a guide to the value of the third-party claim. The repairs the claimant completed certainly involved depreciation and betterment, especially in the two bathrooms. The Xactimate estimate appears to be an accurate accounting of both depreciation and betterment.

Using the Xactimate estimate in the evaluation of the claimant's structural claim, we arrive at the following totals:

• Sewer Service	JC Construction	\$ 5,783.70
• Mitigation Costs	Kahului Carpet	\$19,678.28
• Comp Estimate	Xactimate – ACV	<u>\$33,493.80</u>
Estimated ACV of Damages:		\$58,955.78

The difference in the JC Construction structural repair charges of \$49,345.00 and the Xactimate replacement cost estimate of \$40,364.55 is \$8,980.45 which represents the betterment (repair upgrades) made by the claimant. The sewer service and mitigation costs appear to be reasonable given the type of loss and the work completed. No betterment or depreciation would apply to these incurred costs.

Personal Property Claim

The list of personal property replaced was entered onto a Sedgwick Excel spreadsheet to apply depreciation. The claimant states all the damaged personal property was between 5-6 years old. The evaluation of personal property is as follows:

- Replacement Cost as claimed: \$21,278.98
- Depreciation: (\$6,958.85)
- **Actual Cash Value: \$14,320.13**

Summary – Structure and Personal Property Actual Cash Value (ACV)

Structure ACV: \$58,955.78
Personal Property ACV: \$14,320.13
Estimated Claim ACV: \$73,275.91

The completed estimate was not reviewed with the claimant. No coverage or liability commitments were made.

SUBROGATION/TENDER POTENTIAL

Not applicable.

CONCLUSION

Since this appears to conclude our handling of this assignment, we will retire our file at this time. Our service invoice is enclosed. Should you need additional work on this assignment, please do not hesitate to call or reach us via email.

Thank you for thinking of us to assist in the handling of this claim.

Very truly yours,

John Rasmussen, CPCU, CLU, ChFC, AIC
General Adjuster
Sedgwick
Email Address: John.Rasmussen@Sedgwick.com

ENCLOSURES

1. Xactimate Estimate - Structure
2. Excel Spreadsheet – Personal Property

Insured: Claimant: Casino
Property: 237 West Papa Avenue
Kahului, HI 96732

Claim Rep.: John Rasmussen
Position: General Adjuster
Company: Sedgwick Claim Management Services
Business: PO Box 1144
Lake Oswego, OR

Business: (971) 271-1879
E-mail: john.rasmussen@sedgwick.com

Claimant: Casino
Business: 237 West Papa Ave
Kahului, HI 96732

Estimator: John Rasmussen
Position: General Adjuster
Company: Sedgwick Claim Management Services
Business: PO Box 1144
Lake Oswego, OR

Business: (971) 271-1879
E-mail: john.rasmussen@sedgwick.com

Claim Number: 30193234263-0001

Policy Number: NA

Type of Loss: Sewage

Date Contacted: 11/8/2019

Date of Loss: 7/17/2019

Date Inspected:

Date Received: 11/7/2019

Date Entered: 11/9/2019 4:16 PM

Price List: HIHO8X_NOV19
Restoration/Service/Remodel
Estimate: CASINO

NOTICE: This estimated scope of damages and prices contained in this document are based upon the actual damages viewed by the VeriClaim, Inc. adjuster at the time of the inspection of this loss. This document does not contain any repair cost for hidden damages that may later be discovered during repairs. This document does not constitute a settlement of any insurance claim and all estimates contained herein are subject to insurance company review and approval. This document is not an authorization to make any repairs to property. Authorization for repairs can only be given by the property owner. Any guarantee of payment must come from the property owner. No insurance adjuster has authority to authorize any work or guarantee any payments for repairs made to an insured risk. Neither VeriClaim, Inc. nor the insurance company assumes responsibility for the sufficiency or quality of repairs made.

CASINO
Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Remove Laminate - simulated wood flooring - Standard grade	1,104.00 SF @	1.32 =	1,457.28
2. Laminate - simulated wood flooring - Standard grade	1,104.00 SF @	8.22 =	9,074.88
3. Remove Vinyl tile - Standard grade	475.00 SF @	1.28 =	608.00

Living Room

Height: 8'

Missing Wall - Goes to Floor

12' 5" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
4. Paint the walls - two coats	573.22 SF @	1.09 =	624.81
5. Baseboard - 2 1/4"	69.58 LF @	2.72 =	189.26

Bedroom 1

Height: 8'

Door

3' X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
6. Baseboard - 3 1/4"	47.00 LF @	3.06 =	143.82
7. Paint the walls - two coats	380.00 SF @	1.09 =	414.20
46. Interior door - solid core Colonist - slab only	1.00 EA @	164.61 =	164.61

Bedroom 2

Height: 8'

Door

3' X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
8. Paint the walls - two coats	380.00 SF @	1.09 =	414.20
9. Baseboard - 3 1/4"	47.00 LF @	3.06 =	143.82
47. Interior door - solid core Colonist - slab only	1.00 EA @	164.61 =	164.61

Bedroom 3

Height: 8'

Door

3' X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
10. Paint the walls - two coats	380.00 SF @	1.09 =	414.20
11. Baseboard - 3 1/4"	47.00 LF @	3.06 =	143.82
48. Interior door - solid core Colonist - slab only	1.00 EA @	164.61 =	164.61

Utility Room

Height: 8'

Door 3' X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
12. Baseboard - 3 1/4"	38.50 LF @	3.06 =	117.81
13. Paint the walls - two coats	312.00 SF @	1.09 =	340.08

Bathroom 1

Height: 8'

Door 2' 6" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Ceramic tile base	20.00 LF @	25.18 =	503.60
15. Ceramic tile - Standard grade	60.00 SF @	14.33 =	859.80
16. R&R Vanity - Standard grade	5.00 LF @	136.19 =	680.95
17. Paint the walls - two coats	239.33 SF @	1.09 =	260.87
18. Bathtub	1.00 EA @	842.76 =	842.76
19. R&R Countertop - solid surface - Standard grade	12.50 SF @	57.03 =	712.88
20. Tile tub surround - 60 to 75 SF	1.00 EA @	1,735.37 =	1,735.37

Bathroom 2

Height: 8'

Door 2' 6" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
21. R&R Ceramic tile base	22.00 LF @	27.56 =	606.32
22. R&R Ceramic tile - Standard grade	60.00 SF @	16.36 =	981.60
23. R&R Vanity - Standard grade	5.00 LF @	136.19 =	680.95
24. Paint the walls - two coats	239.33 SF @	1.09 =	260.87
25. Bathtub	1.00 EA @	842.76 =	842.76
26. R&R Countertop - solid surface - Standard grade	12.50 SF @	57.03 =	712.88
27. Tile tub surround - 60 to 75 SF	1.00 EA @	1,735.37 =	1,735.37

Storage / Stairs**Height: 8'****Missing Wall - Goes to Floor****4' 5" X 6' 8"****Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
28. Paint the walls - two coats	210.56 SF @	1.09 =	229.51
29. Baseboard - 3 1/4"	25.58 LF @	3.06 =	78.27

Kitchen**Height: 8'****Missing Wall - Goes to Floor****5' 5" X 6' 8"****Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
30. Ceramic tile base	18.00 LF @	25.18 =	453.24
31. Paint the surface area - two coats	200.00 SF @	1.09 =	218.00
32. Ceramic tile - Standard grade	89.00 SF @	14.33 =	1,275.37
33. R&R Countertop - post formed plastic laminate	14.00 LF @	52.02 =	728.28
34. R&R Sink faucet - Kitchen - Standard grade	1.00 EA @	217.10 =	217.10
35. R&R Cabinetry - lower (base) units - Standard grade	14.00 LF @	151.70 =	2,123.80

Hallway**Height: 8'****Missing Wall - Goes to Floor****7' X 6' 8"****Opens into Exterior****Door****3' X 6' 8"****Opens into Exterior****Door****3' X 6' 8"****Opens into Exterior****Missing Wall - Goes to Floor****2' 8" X 6' 8"****Opens into Exterior****Door****2' 6" X 6' 8"****Opens into Exterior****Door****2' 6" X 6' 8"****Opens into Exterior****Door****3' X 6' 8"****Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. Paint the walls - two coats	226.22 SF @	1.09 =	246.58
37. Baseboard - 3 1/4"	24.33 LF @	3.06 =	74.45

Grand Total Areas:

3,215.22 SF Walls	1,287.26 SF Ceiling	4,502.49 SF Walls and Ceiling
1,287.26 SF Floor	143.03 SY Flooring	391.42 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	454.33 LF Ceil. Perimeter
1,287.26 Floor Area	1,443.15 Total Area	3,215.22 Interior Wall Area
3,909.56 Exterior Wall Area	481.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary for Dwelling

Line Item Total	31,641.59
Material Excise Tax	481.70
Subtotal	32,123.29
Overhead	3,212.41
Profit	3,212.41
General Excise Tax	1,816.44
Replacement Cost Value	\$40,364.55
Less Non-recoverable Depreciation	<6,870.75>
Actual Cash Value	\$33,493.80
Net Claim	\$33,493.80

John Rasmussen
General Adjuster

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Excise Tax (4.712%)	General Excise Tax (4.712%)
Line Items	3,212.41	3,212.41	481.70	1,816.44
Total	3,212.41	3,212.41	481.70	1,816.44

Recap by Room

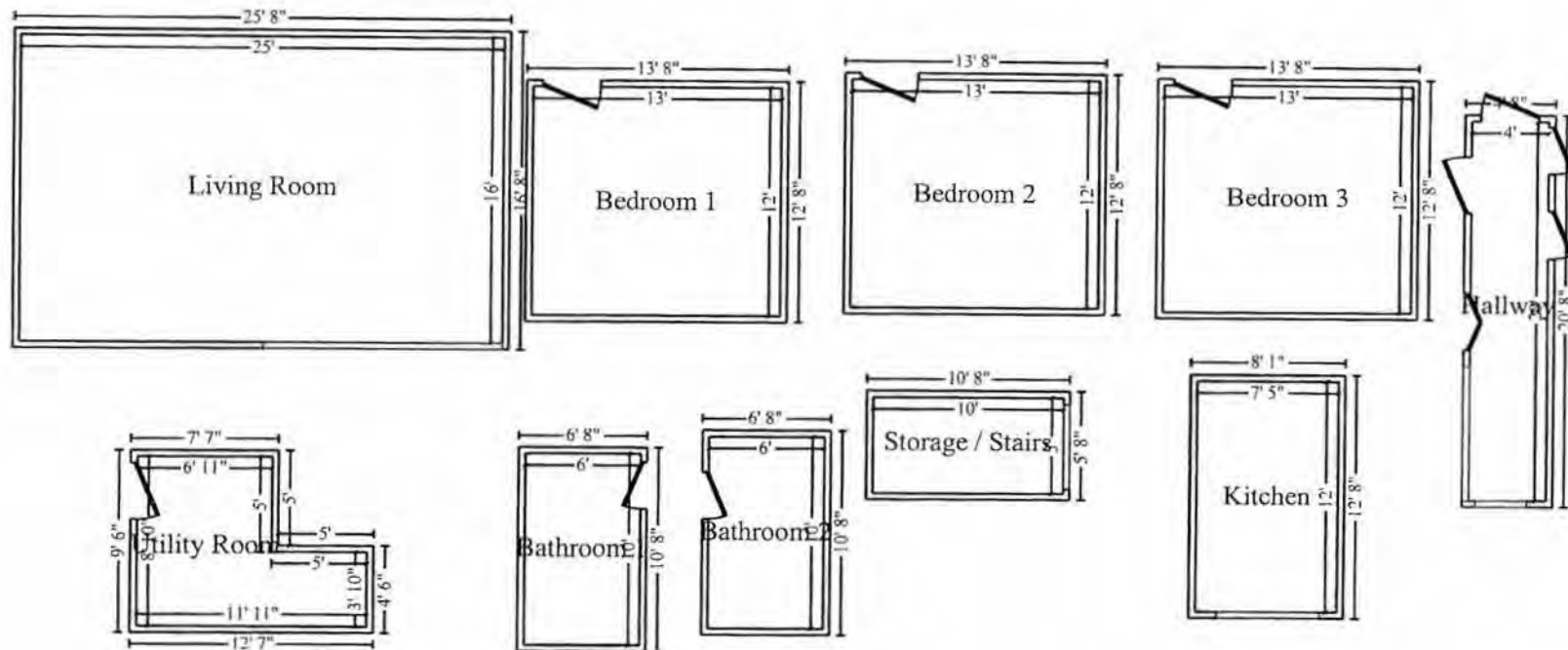
Estimate: CASINO

Area: Main Level	11,140.16	35.21%
Living Room	814.07	2.57%
Bedroom 1	722.63	2.28%
Bedroom 2	722.63	2.28%
Bedroom 3	722.63	2.28%
Utility Room	457.89	1.45%
Bathroom 1	5,596.23	17.69%
Bathroom 2	5,820.75	18.40%
Storage / Stairs	307.78	0.97%
Kitchen	5,015.79	15.85%
Hallway	321.03	1.01%
<hr/> Area Subtotal: Main Level		
	31,641.59	100.00%
<hr/> Subtotal of Areas		
	31,641.59	100.00%
<hr/>		
Total	31,641.59	100.00%

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CABINETRY	5,250.30	1,620.31	3,629.99
GENERAL DEMOLITION	2,649.98		2,649.98
DOORS	493.83		493.83
FLOOR COVERING - WOOD	9,074.88	1,814.98	7,259.90
FINISH CARPENTRY / TRIMWORK	891.25		891.25
PLUMBING	1,881.52	804.87	1,076.65
PAINTING	3,423.32	1,141.12	2,282.20
TILE	7,976.51	1,063.53	6,912.98
O&P Items Subtotal	31,641.59	6,444.81	25,196.78
Material Excise Tax	481.70	116.77	364.93
Overhead	3,212.41		3,212.41
Profit	3,212.41		3,212.41
General Excise Tax	1,816.44	309.17	1,507.27
Total	40,364.55	6,870.75	33,493.80

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.



Main Level

Sedgwick

INVENTORY SHEET

INSURED: County of Maui / Claimant: Casino

CLAIM #: QCC19345390

FILE #:

LOCATION:

D/O/L: 7/17/2019

room location of contents	quantity	place of purchase	description of item - make, model and serial number (if available)	date purchased or age	deprec %	replacement cost	Office Use Only	
							depreciation	actual cash value
Living	1	Homeworld	Chaise Day Bed	5.5	55%	\$1,249.99	\$687.49	\$562.50
	1		Dining Table	5.5	28%	\$2,199.00	\$604.73	\$1,594.28
	6		Oval Side Chair	5.5	28%	\$4,794.00	\$1,342.32	\$3,451.68
	1		Desk	5.5	28%	\$2,239.00	\$626.92	\$1,612.08
					0%		\$0.00	\$0.00
Bedroom	1		Headboard - Queen	5.5	28%	\$499.00	\$139.72	\$359.28
	1		Hybrid Mattress - Queen	5.5	55%	\$2,399.00	\$1,319.45	\$1,079.55
	1		Ventilated Deck - Queen	5.5	28%	\$79.99	\$22.40	\$57.59
	1		Mattress - Full	5.5	55%	\$479.99	\$263.99	\$216.00
	1		Foundation - Full	5.5	55%	\$259.99	\$142.99	\$117.00
	1		Bed Frame - Queen	5.5	28%	\$99.99	\$28.00	\$71.99
	1		Mattress - Queen	5.5	55%	\$499.99	\$274.99	\$225.00
	6		Nightstands	5.5	28%	\$1,494.00	\$418.32	\$1,075.68
	3		Chest - 5 Drawer	5.5	28%	\$1,947.00	\$545.16	\$1,401.84
	1		Corner Curio	5.5	28%	\$939.00	\$262.92	\$676.08
	1		Headboard/Footboard - Queen	5.5	28%	\$499.00	\$139.72	\$359.28
	1		Headboard/Footboard - Queen	5.5	28%	\$499.00	\$139.72	\$359.28
	1		Delivery Charge		0%	\$250.00	\$0.00	\$250.00
	1		Sales Tax on purchases		0%	\$851.04	\$0.00	\$851.04
					0%		\$0.00	\$0.00
					0%		\$0.00	\$0.00
					0%		\$0.00	\$0.00
					0%		\$0.00	\$0.00
					0%		\$0.00	\$0.00
					0%		\$0.00	\$0.00
					0%		\$0.00	\$0.00
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and the denial of insurance benefits.						TOTALS	\$21,278.98	\$6,958.85
								\$14,320.13

RELEASE OF PROPERTY DAMAGE CLAIM

Perlita Casino, her heirs, assigns and successors, thereby release and forever discharge the County of Maui, its officers, employees and agents, from all causes of action, and agree to withdraw, dismiss or refrain from filing any claim, complaint, charge or appeal against the County of Maui with any court, government board, agency, department or entity concerning the incidents, occurrences or losses on July 17, 2019, at 237 West Papa Avenue in Kahului, in the County of Maui, State of Hawaii.

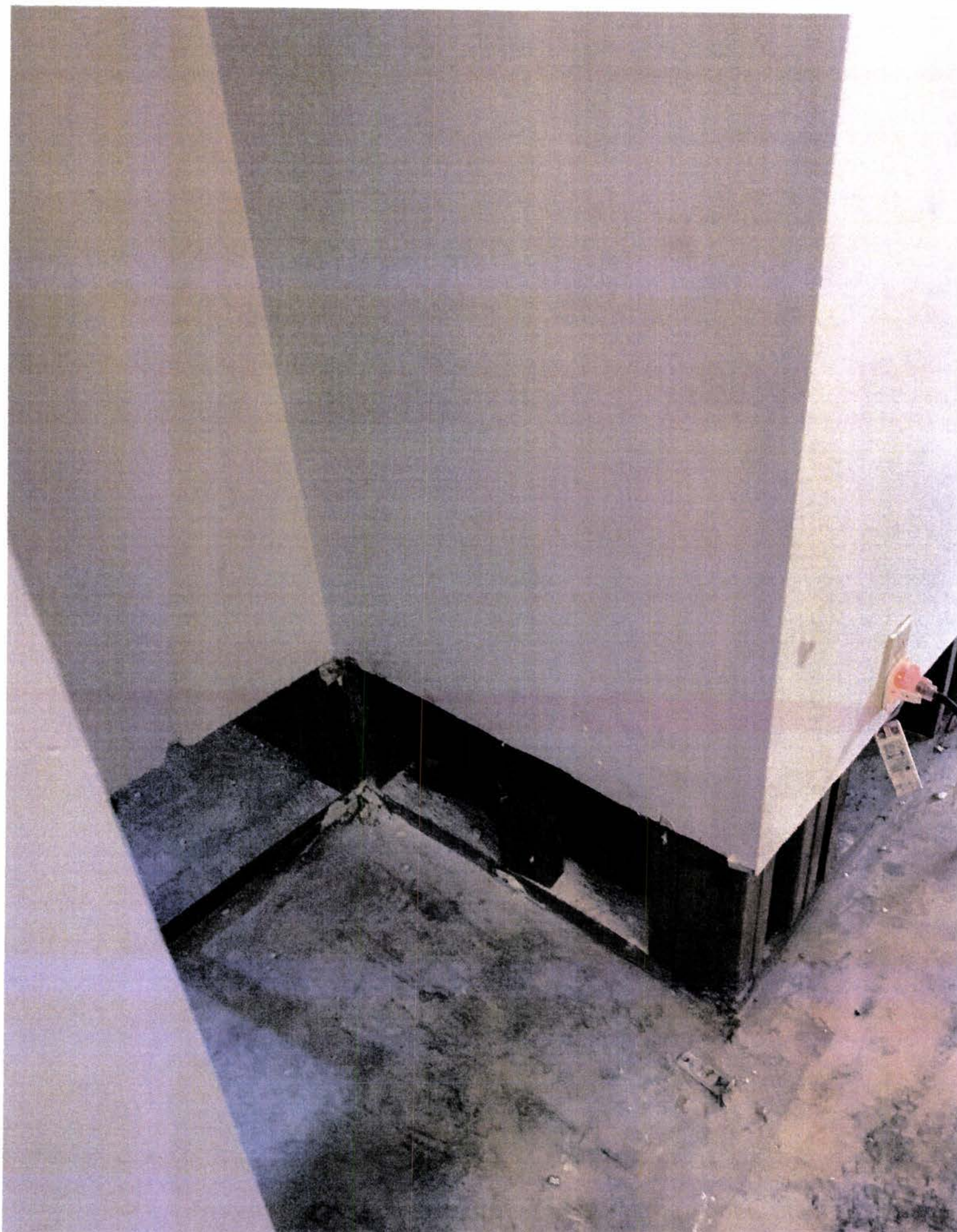
In consideration of this release of property damage claim, County of Maui agrees to pay seventy six thousand three hundred ninety four and 70/100 dollars (\$76,394.70) as full and final release and satisfaction of the property damage claim brought by Perlita Casino has against the County of Maui.

It is hereby expressly understood and agreed that the payment or granting of the consideration described above is not an admission of liability or fault of any kind, but compromises and settles all property damage disputes between the parties for the purpose of avoiding further litigation or expense. Said payment is the final consideration of this Property Damage Release, and no other payment or consideration has been promised or will be paid for this property damage claim. This release is for property damage only and does not waive or release claims for bodily injury. This release is non-binding pending County of Maui approval. Each party to this agreement agrees to bear their own costs and attorney's fees.

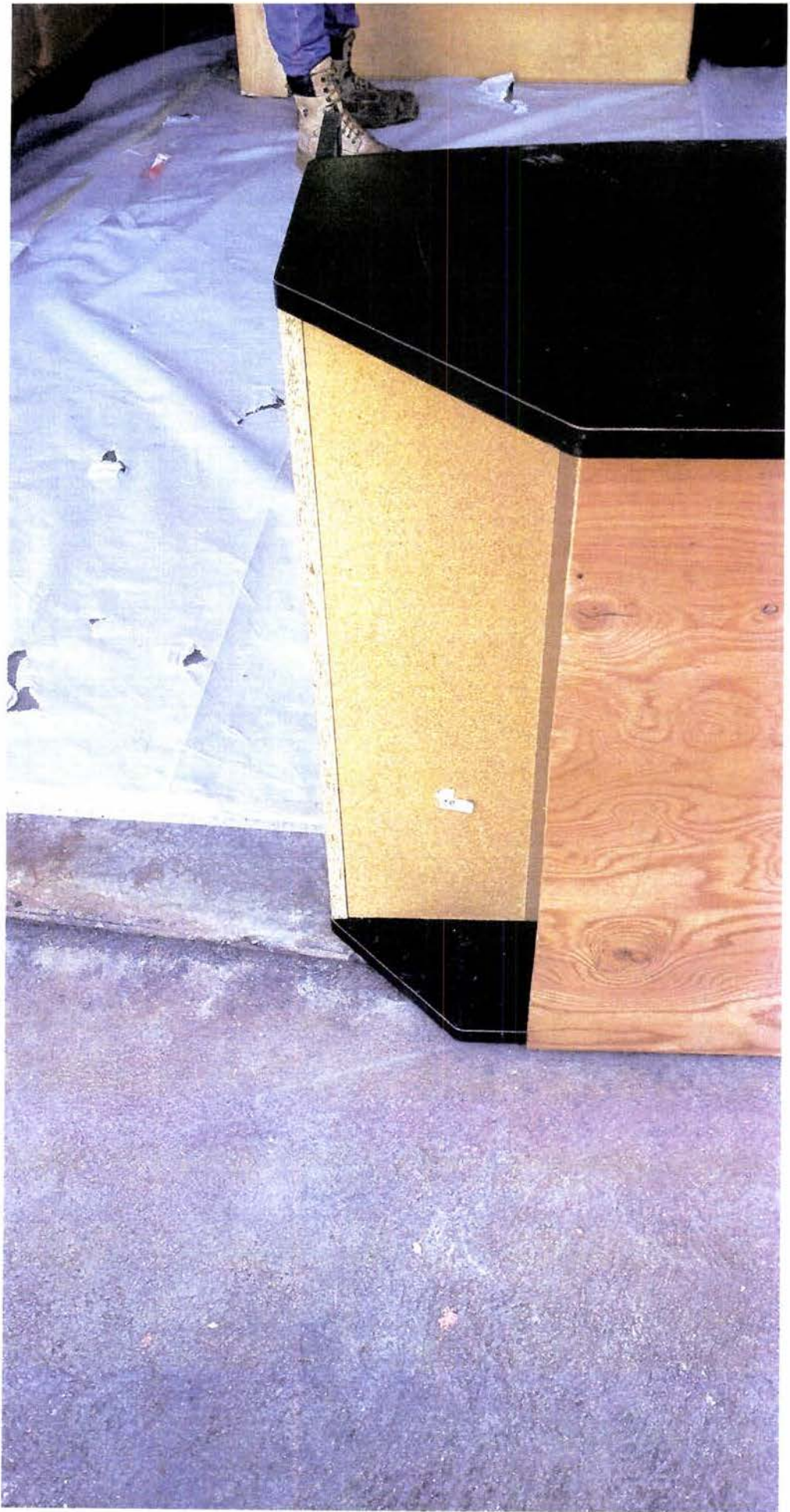
Signed this 6th day of January 2020.

Perlita V. Casino
SIGNATURE
PERLITA V. CASINO
PRINTED NAME AND TITLE
OF SIGNER

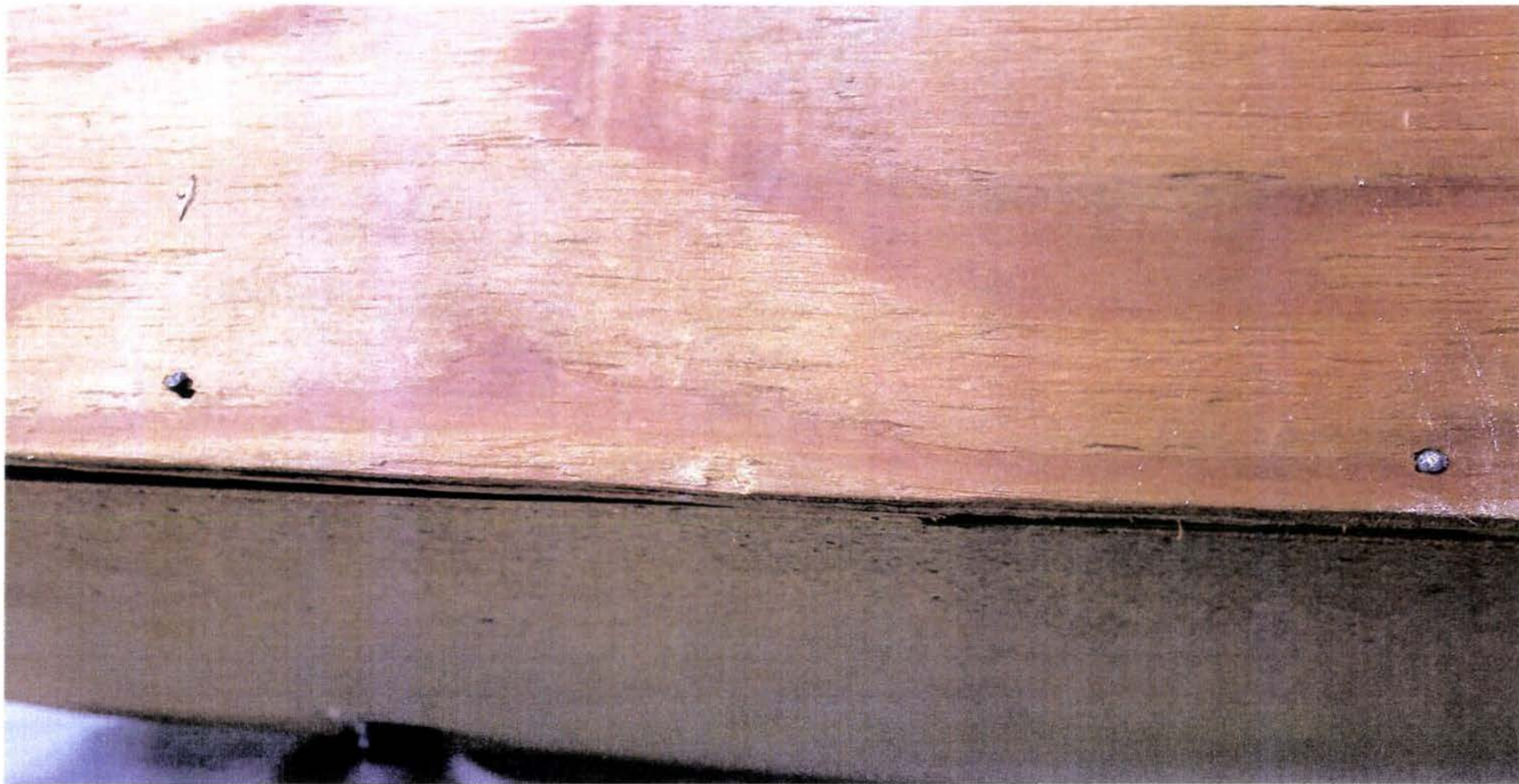




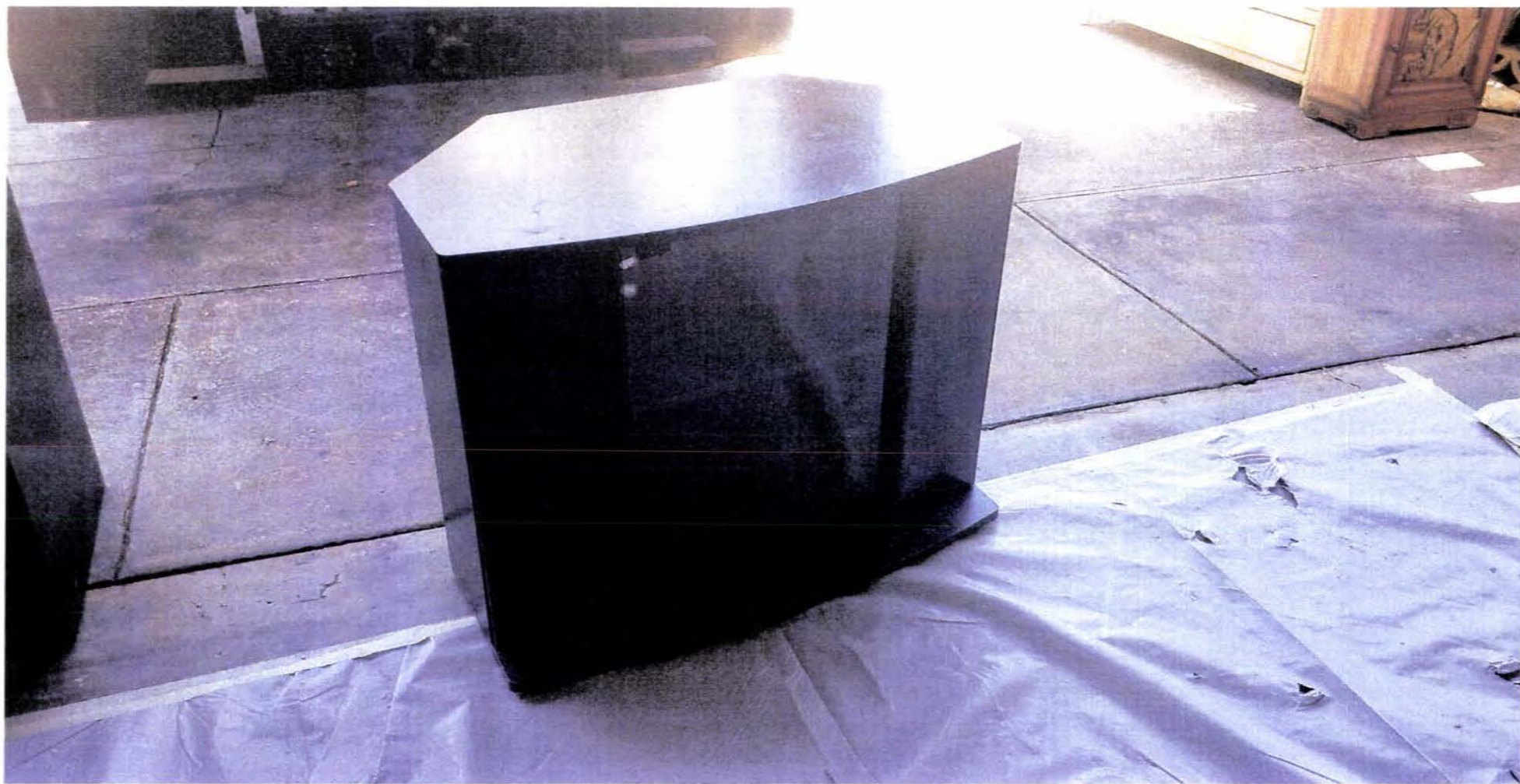












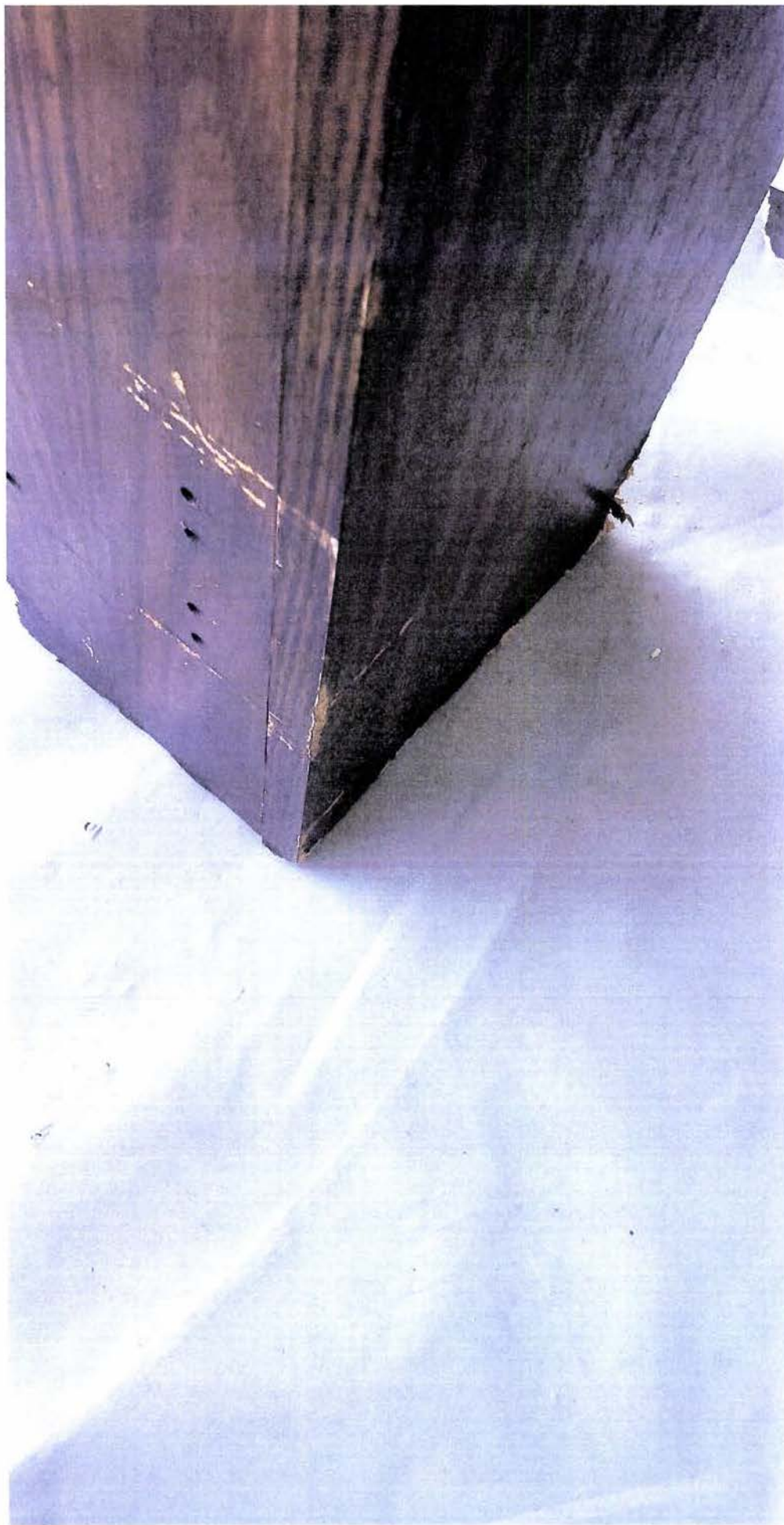




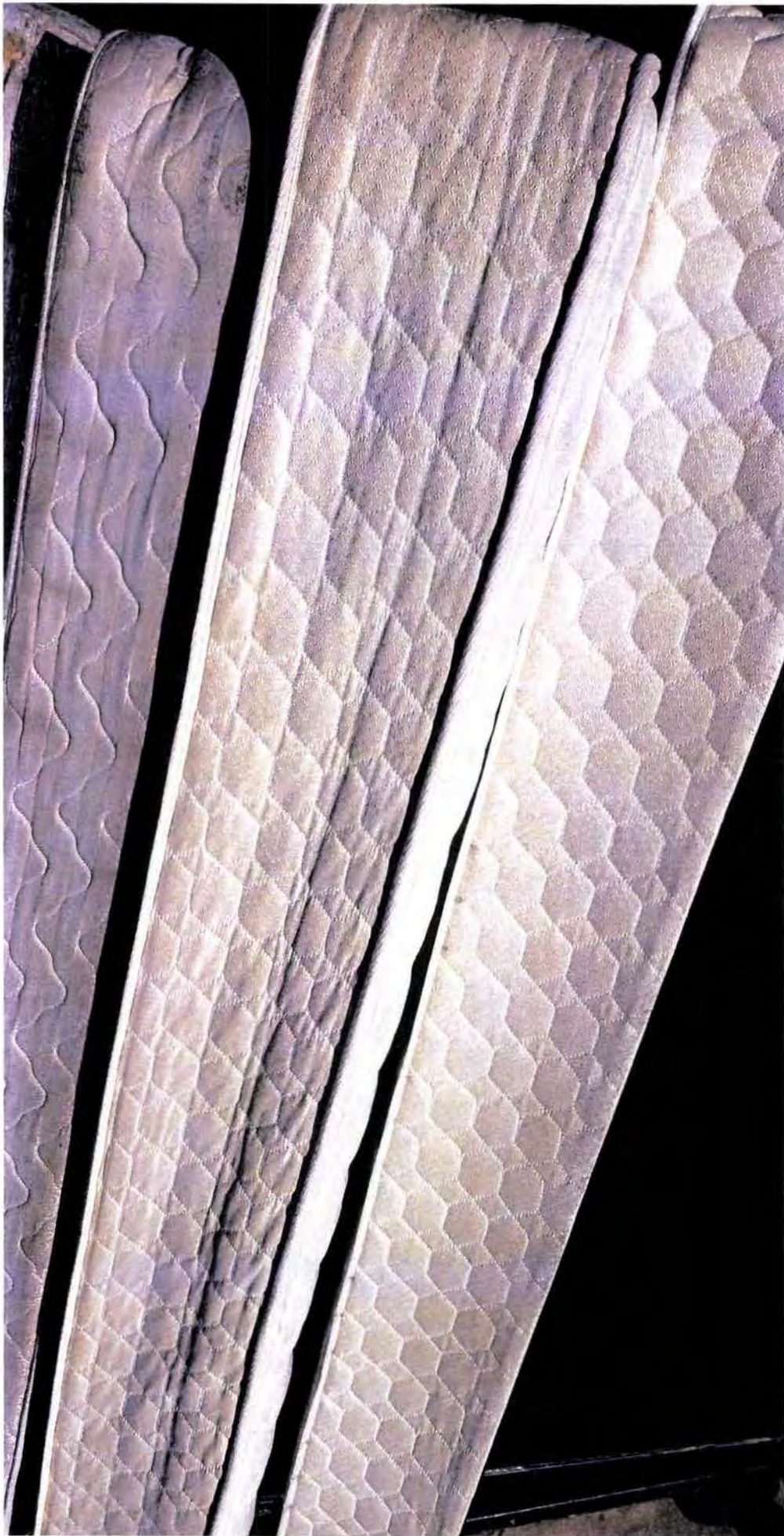














UNDER PENALTY OF LAW
THIS TAG NOT TO BE REMOVED
EXCEPT BY THE CONSUMER

ALL NEW MATERIAL CONSISTING OF
100% Resin Fiber Pad

REG.NO. HI

CERTIFICATION IS MADE BY THE MANUFACTURER
THAT THE MATERIALS IN THIS ARTICLE ARE
DESCRIBED IN ACCORDANCE WITH LAW.

SERTA MATTRESS COMPANY
WAIPAHU, HI 96797

Date of Delivery : _____ Finished Size : 80"X60"
Net Wt. of Fill Mat: 3 Lbs 3 Oz Federal RN # _____

MADE IN U.S.A.

THIS ARTICLE MEETS ALL FLAMMABILITY
REQUIREMENTS OF CALIFORNIA BUREAU OF
HOME FURNISHINGS TECHNICAL BULLETIN 603.
Manufactured : 01/10/05

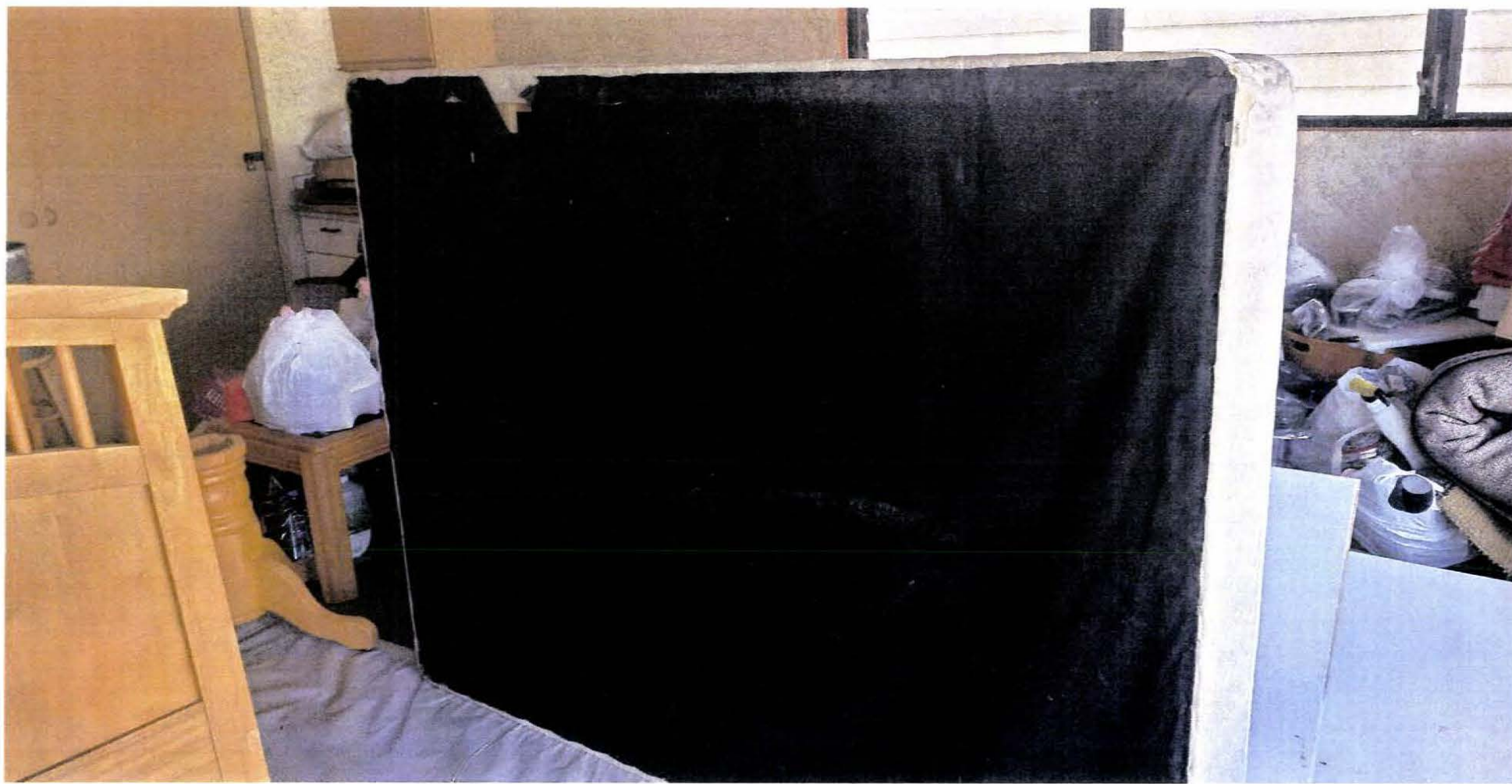
12SHOW - 6 - 98 - **X 340099 X**

41114 F1068513 C EEN*BOX
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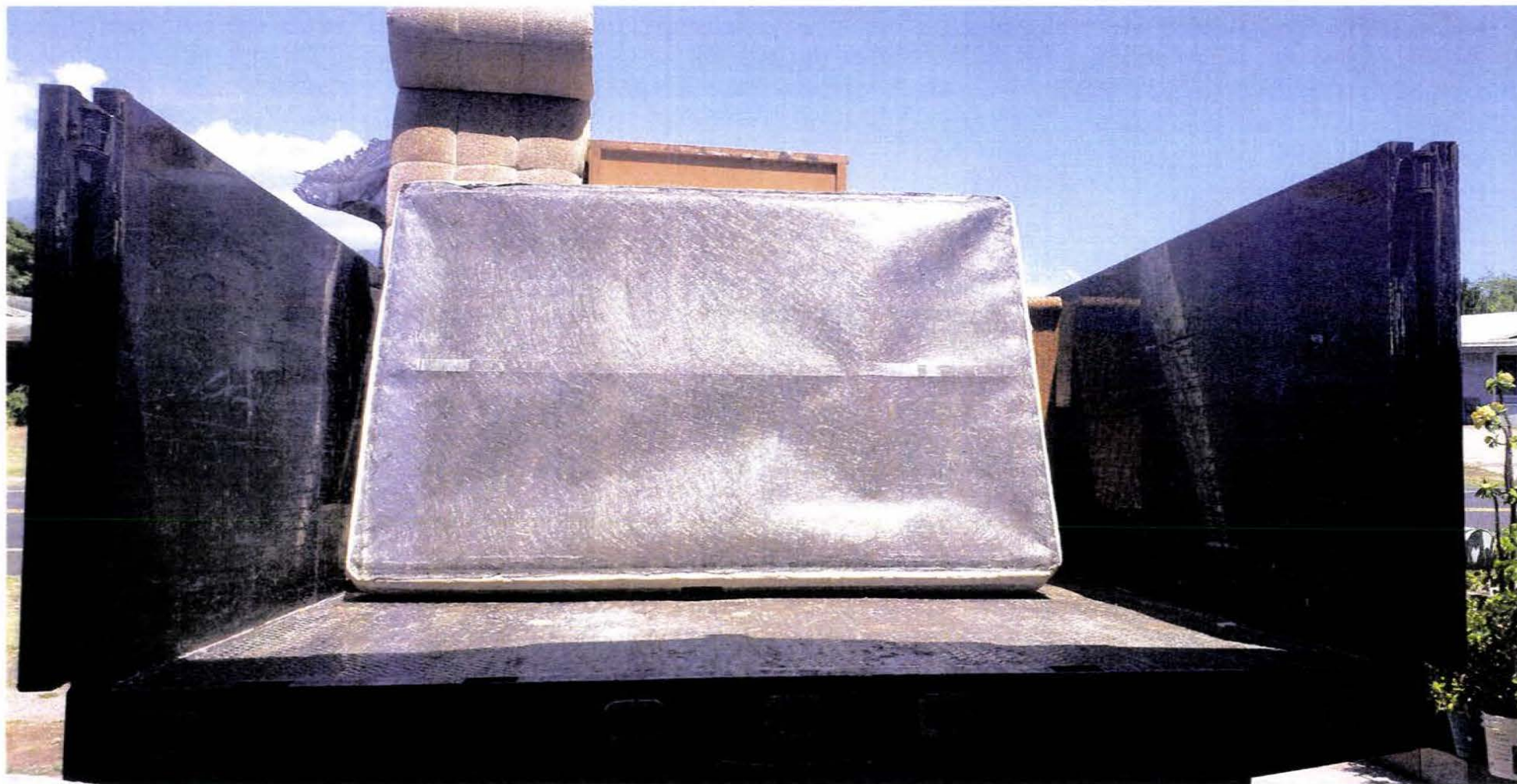










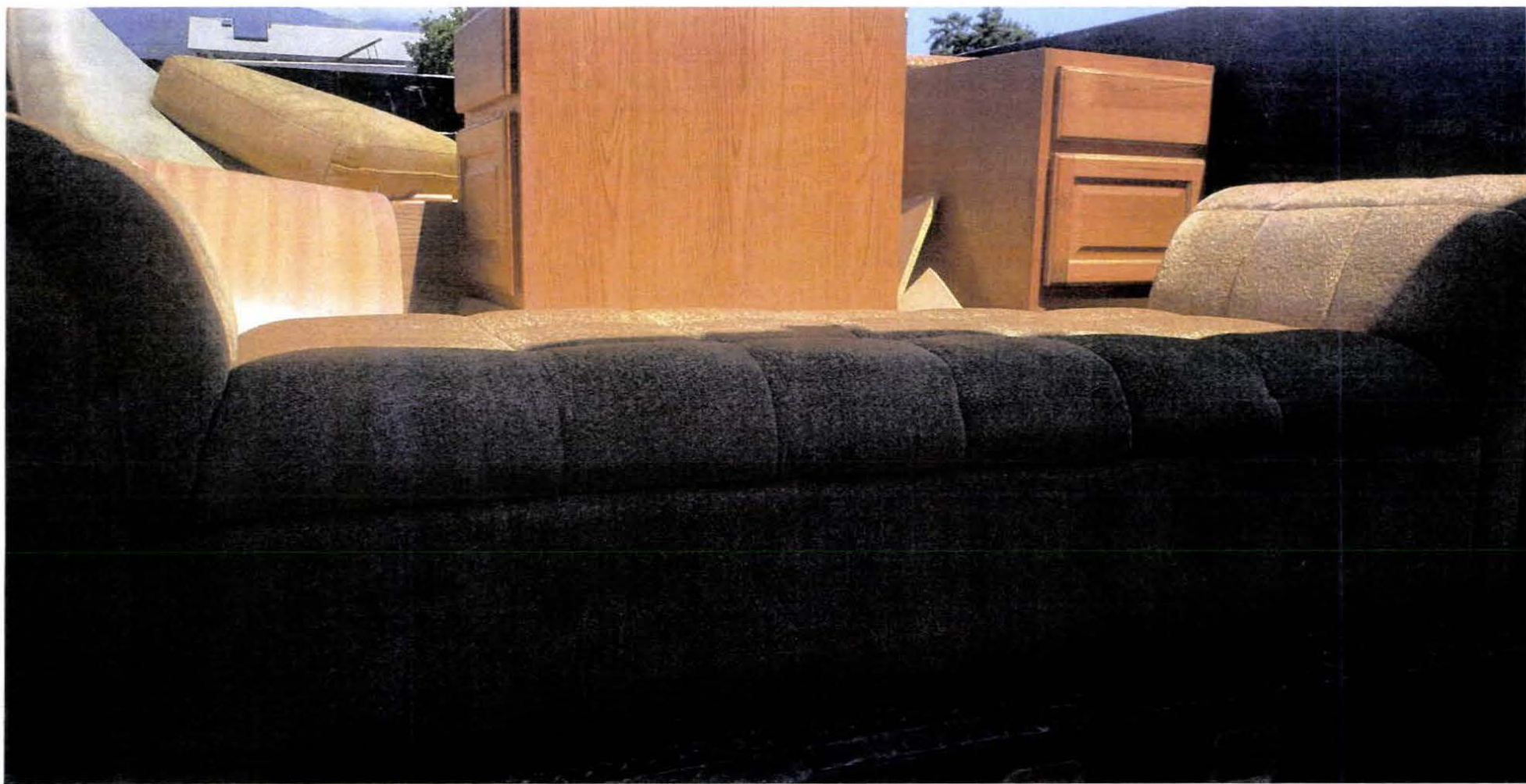
















Uses: +
• Interior & Exterior Walls
• Basement & Crawl Space
• Under Slab & Foundations
• Dry & Crust Project Panel

Advantages: +
• Moisture Resistant
• Sound & Mold Resistant
• Lightweight

