

MAUI WILDFIRES

Compensation Program

Protocol

for

Compensation of Death and Physical Injury Claims Resulting From
the Maui Wildfires of August 8, 2023

I. PURPOSE

The purpose of the Maui Wildfires Compensation Program (the “MWCP” or the “Program”) is to assist families of those who died and those who suffered serious physical injury as a result of the tragic Maui Wildfires of August 8, 2023 (the “Maui Wildfires”). This Protocol outlines the eligibility and process requirements for individuals (“Claimants”) to submit and settle claims for death or serious physical injuries resulting from the Maui Wildfires.

A. The Fund

The MWCP was created at the request of Governor Josh Green with cooperation, input and funding from the State of Hawai‘i, Hawaiian Electric, Trustees of the Estate of Bernice Pauahi Bishop (hereinafter, “Kamehameha Schools” or “KS”), the County of Maui, Hawaiian Telcom, Spectrum, and West Maui Land Company’s Entities, each as defined more fully in Attachment A (collectively referred to as the “Parties” or “Contributors”). An independent Administrator located in Hawai‘i (the “Administrator”) will be selected and appointed to implement the processes for the submission, evaluation, and settlement of death and serious physical injury claims resulting from the Maui Wildfires. The Protocol creates a Claims Resolution Program under which the Administrator will process and evaluate claims to determine (1) whether the submitted claim meets the eligibility requirements of an Eligible Claim (as defined below), and (2) the amount of compensation to be paid for each Eligible Claim.

The Protocol and Program will compensate only those Claimants who have Eligible Claims resulting from wrongful death or serious physical injury. No other claims or other allegations of damage are subject to this Protocol.

Participation in the Program by Claimants is completely voluntary and does not affect any rights that a Claimant may have until and unless the Claimant accepts the compensation amount and signs a Release. Participation in the Program by Contributors is also voluntary, and a Contributor's commitment to the Program is limited to the funds pledged. By participating in the Program, neither Claimants nor Contributors shall be construed as making any admissions of liability with respect to the Maui Wildfires or Claimants.

B. Approach

This Protocol establishes the following principles applicable to the operation of the Program:

- The goal of the Program is to provide prompt payment to the families of those who died and to those who suffered serious physical injuries as a result of the Maui Wildfires. All Claimants will be treated with respect, dignity, and fairness.
- The Honorable Ronald Ibarra (Ret.) shall serve as the Program's neutral and independent Administrator. The Administrator shall be responsible for all decisions relating to the administration, processing, and evaluation of claims submitted to the Program consistent with this Protocol.
- The Administrator will evaluate claims submitted with the required documentation in a prompt and fair manner.
- Acceptance of payment from the Program will require the Claimant's execution of a release of liability ("Release").

II. ELIGIBILITY REQUIREMENTS

For a Claimant to be eligible for compensation under the Protocol, the following eligibility requirements must be met:

A. Eligible Claims

"Eligible Claims" are limited to Individual Death Claims (as defined below) and Serious Physical Injury Claims (as defined below) occurring as a direct result of the Maui Wildfires.

1. **Categories of Eligible Claims.** There are three categories of individual claims that may be submitted pursuant to this Protocol:
 - a. **Individual Death Claims.** Claims by Personal Representatives of individuals who died as a result of the Maui Wildfires.

- b. **Category One Physical Injury Claims.** Claims by individuals who sustained an extraordinary life-altering physical injury resulting in permanent physical disability impacting activities of daily living that required (1) admission to a medical facility on or before August 11, 2023 and (2) overnight hospitalization of one or more nights (“Extraordinary Life-Altering Physical Injury”). Determination of what constitutes an Extraordinary Life-Altering Physical Injury will be determined on a case-by-case basis by the Administrator.
 - c. **Category Two Physical Injury Claims.** Claims by individuals who suffered serious physical injuries other than Extraordinary Life-Altering Physical Injuries as a result of the Maui Wildfires that required either (1) overnight hospitalization of one or more nights or (2) emergency outpatient medical treatment, in either case that began on or before August 11, 2023.
- 2. Category One Physical Injury Claims and Category Two Physical Injury Claims collectively are referred to as the “Serious Physical Injury Claims.”
 - 3. No claim shall be eligible unless, after reviewing all of the information submitted as required herein, the Administrator determines, in his or her sole discretion, that the Maui Wildfires was the proximate cause of the death or physical injury.

B. Eligible Claimants

The only individuals who are eligible to submit claims to the Program are: (1) the Personal Representative (as defined below) of the decedent for purposes of Individual Death Claims, and (2) the individuals who suffered Serious Physical Injury Claims.¹ These eligible individuals shall be referred to as “Eligible Claimants.”

The “Personal Representative” of the decedent in the Maui Wildfires shall mean the person who is authorized by the Probate Court to serve as the personal representative of the decedent’s estate.

¹ If an individual who suffered a severe physical injury is unable to submit a claim due to incapacity, a person who wishes to submit a claim on their behalf should contact the Administrator to discuss proof of his or her legal capacity to submit the claim (for example, appointment as guardian or guardian ad litem). Representatives of minor heirs or unborn heirs of deceased victims should likewise contact the Administrator to discuss proof of his or her legal capacity to submit the claim.

Foreign Claimants and undocumented workers and/or their families (in the case of a deceased individual) who meet the eligibility requirements are considered Eligible Claimants for compensation from the MWCP.

Claims submitted by insurance companies seeking reimbursement for payments made to Claimants are ineligible pursuant to this Protocol.

III. METHODOLOGIES FOR CALCULATING COMPENSATION

A. Calculation Methodologies

To determine the amount of compensation to be paid to Eligible Claimants, the Program will use the following calculation methodologies, subject to III.B below:

1. **Individual Death Claims.** Eligible Claimants will be paid \$1.5 million for each Individual Death Claim.
2. **Physical Injury Claims.** Except as provided in III.B.2 below, the Administrator will distribute up to a maximum aggregate amount of \$25 million to Eligible Claimants for Serious Physical Injury Claims as follows:
 - a. **Category One Physical Injury Claims.** Eligible Claimants who sustained an Extraordinary Life-Altering Physical Injury (“Category One Physical Injury Claims”) will receive a payment as determined by the Administrator on a case-by-case basis.
 - b. **Category Two Physical Injury Claims.** Eligible Claimants who suffered serious personal injuries other than Category One Physical Injury Claims that required emergency medical attention (“Category Two Physical Injury Claims”) fall into two subcategories.
 - i. **Category Two Hospitalization Claims.** First, Eligible Claimants who were physically injured and hospitalized starting on or before August 11, 2023 for one or more nights resulting from the Maui Wildfires. Such hospitalization need not be on consecutive days and may be cumulative if such subsequent hospitalization is determined by the Administrator to be the result of the Maui Wildfires.
 - ii. **Category Two Outpatient Claims.** Second, Eligible Claimants who were physically injured as a result of the Maui Wildfires and who were treated on an emergency outpatient basis at a Hawai‘i

medical facility and released without an overnight hospital stay. Such treatment must have commenced on or before August 11, 2023. Any subsequent overnight hospitalization of such Eligible Claimant for physical injuries as a result of the Maui Wildfires will be compensated according to the same guidelines as a Category Two Hospitalization Claim.

- c. After all claims are submitted, the total maximum payment allocation for Category One Physical Injury Claims and for Category Two Physical Injury Claims will be determined by the Administrator and subject to the approval of the Contributors. The specific payment allocations for all Serious Physical Injury Claims will be determined by the Administrator. Payment to each Eligible Claimant shall not exceed \$1.5 million. Eligible Claimants shall not release any legal rights until the compensation amount is determined and accepted.

B. Reallocation of Funds

1. The “Amount for Death Claims” is \$1.5 million times the number of confirmed decedents (101 as of March 1, 2024, subject to adjustment by the Administrator if additional decedents are identified). As soon as possible following the determination of all Eligible Claims, the Administrator shall perform the following calculation: Amount for Death Claims minus net administrative fees (if any) minus payments made to (or approved for payment to) Personal Representatives on account of Individual Death Claims. The result of this calculation is the “Residual Amount From Death Claims.”
2. If (1) the Residual Amount From Death Claims is a positive number, and (2) the total amount of payments approved to Eligible Claimants for Serious Physical Injury Claims exceeds \$25 million, then the Administrator shall apply as much of the Residual Amount From Death Claims as may be required to pay all Eligible Claimants for Serious Physical Injury Claims, provided, however, that the total amount paid to all Eligible Claimants for Serious Physical Injury Claims shall not exceed \$35 million. For the avoidance of doubt, in no event shall the amount paid to Eligible Claimants for each Individual Death Claim be less than \$1.5 million.
3. Any amounts remaining in the MWCP after payment of all Eligible Claims and any federal or state tax liability (if any) shall be returned to the Contributors in proportion to their respective contributions, provided, however, that a Contributor

may direct the Administrator to apply its share of such proceeds to provide compensation to others harmed by the Maui Wildfires.

IV. DOCUMENTATION REQUIREMENTS

A. **Registration & Claim Forms.** All Claimants must submit a completed Registration Form as provided by the Program. Eligible Claimants who submit a completed Registration Form will then be given access to a Claim Form, which must be completed and submitted to participate in the Program.

B. **Supporting Documentation for Claims.** All Eligible Claimants must also submit the documentation requested on the Claim Form or other similar information sufficient in the judgment of the Administrator both to substantiate and determine Protocol requirements, including eligibility requirements, and to allow the Administrator to review, process, and evaluate the submitted claim. The proof requirements for Eligible Claimants are as follows:

1. **Individual Death Claims**

- An official death certificate or court order declaring the individual to be dead
- A court order designating the Personal Representative of the decedent's estate
- Retainer Agreement or other attestation as to the attorney's representation and authority if represented by legal counsel
- Any other corroborating documentation deemed relevant by the Administrator

2. **Category One Physical Injury Claims - Extraordinary Life-Altering Physical Injury**

- Hospitalization Records - Contemporaneous hospital records that confirm overnight hospitalization on or before August 11, 2023. The following information should be provided if available:
 - The date and time of hospitalization
 - The date of discharge from the hospital
 - The nature of the injury
 - Evidence that the injury was sustained as a result of the Maui Wildfires
 - Information concerning the total disability of the Claimant
 - Life-care plan

- Any other corroborating documentation requested or deemed relevant by the Administrator.

3. Category Two Physical Injury Claims - Other Serious Physical Injury

- Hospitalization Records - Contemporaneous hospital records that confirm Hospitalization on or before August 11, 2023. The following information should be provided:
 - The date and time of hospitalization
 - The date of discharge from the hospital
 - The nature of the injury
 - Evidence that the injury was sustained as a result of the Maui Wildfires
 - Other Outpatient Medical Treatment Records - Contemporaneous medical records that confirm outpatient treatment on or before August 11, 2023. The following information should be provided:
 - The date and time of the outpatient medical treatment
 - The nature of the injury
 - A description of the medical treatment administered
 - Evidence that the injury was sustained as a result of the Maui Wildfires
 - Any other corroborating documentation requested or deemed relevant by the Administrator.
4. Specific documentation and proof requirements will be defined more fully on the Claim Form. Additional documentation may be required.

C. Personal Representative Documentation²

1. Personal Representatives must supply a Probate Court order establishing their representative capacity and a Probate Court order approving the Personal Representative's participation in the Program, including approval of the Personal Representative entering into the Release.
2. A Claim Form filed for a decedent will require the spouse's signature if the decedent was married at the time of death, if the Personal Representative is a person

² These requirements also apply to claims involving minors and unborn heirs who are represented by a guardian or guardian ad litem.

other than the spouse, and if the spouse is still alive and competent. In cases where the decedent was not married, or where the spouse is no longer alive or competent, and where the Personal Representative is a person other than the personal representative legally responsible for administering the decedent's estate, the personal representative of the decedent's estate must sign the Claim Form.

3. The decedent's Personal Representative will be responsible for submitting a Proposed Distribution Plan (included in the Claim Form packet) to the Program along with the Claim Form, showing how any compensation from the Program would be allocated among the decedent's heirs, beneficiaries, and legatees consistent with the law of the decedent's State of domicile, or with any applicable ruling made by a court of competent jurisdiction. The Personal Representative is responsible for ensuring that the decedent's heirs, beneficiaries, and legatees are notified of the filing of the claim and receive a copy of the Proposed Distribution Plan. All of the decedent's heirs, beneficiaries and legatees must consent to participate in the Program and agree to be bound by its terms by signing the Release, unless such signature requirement is waived.

4. Any surviving spouse, reciprocal beneficiary, child, father, mother, and any person wholly or partly dependent upon the deceased person or person who suffered severe physical injury ("Eligible Relative") must consent to participate in the Program and agree to be bound by its terms by signing the Release, unless such signature requirement is waived. The Personal Representative's signature cannot be waived.

5. **Attorney Documentation.** For claims submitted by an attorney, a retainer agreement or other attestation as to the attorney's representation and authority must be supplied.

V. FILING FOR COMPENSATION

A. Equal Access and Fair Adjudications in the Claims Process

All Claimants will be treated with respect, dignity, and fairness, without regard to race, color, sexual orientation, national origin, religion, gender, disability, or citizenship. The Program will manage the process so that all Claimants can equally access the Program's claim submission process so that claims will be adjudicated fairly. Individuals with disabilities will be given the opportunity to effectively communicate their claims and to request special process accommodations to the Program. Accommodation will be made for individuals with language

barriers to ensure that they will have prompt and meaningful access to the process and to the Program.

B. Process and Procedures

1. **Claim Form.** Claimants should file a pertinent Claim Form for: (1) Individual Death Claims or (2) Category One Physical Injury Claims or Category Two Physical Injury Claims. A single Claim Form should be submitted for each Claimant.
2. **Availability of Claim Form.** This Protocol and the Registration Form will be made available to all interested parties beginning on March 1, 2024, the Effective Date of this Protocol (the “Effective Date”). Claim Forms will then be made available to all Eligible Claimants who complete and submit a Registration Form.
3. **Timing of Submission.** The Registration Form should be completed and submitted to the Program and postmarked or submitted online no later than 60 days from the Effective Date of the Protocol. The Claim Form (along with all required supporting documentation) and postmarked or submitted online no later than 90 days from the Effective Date of the Protocol. For any decedents whose Individual Death Claims do not arise until after the date of the Effective Date, the Registration and Claim Forms should be completed and submitted to the Program (along with all required supporting documentation) and postmarked or submitted online no later than 60 and 90 days, respectively, from the date of an official death certificate or court order declaring the decedent to be deceased, as long as the declaration occurs within 180 days from the Effective Date.
4. **Method of Submission.** Registration and Claim Forms may be obtained and submitted in any one of the following ways:
 - a. Via the Internet: Interested parties may submit a Registration Form online by visiting the Program website at www.MauiCompensationFund.com. Registrants will be instructed to follow simple steps to complete the registration process.
 - b. Via US Mail or Courier Service: Interested parties may visit the Program website and download a copy of the Registration Form. Completed Registration Forms may be submitted via U.S. Mail to:

Maui Wildfires Compensation Program

A325 – 5104
200 N Vineyard Blvd
Honolulu, HI 96817
United States

- c. Eligible Claimants who complete the registration process will be invited to complete and submit a Claim Form through either of the above processes.
 - d. A Claimant may submit the Registration and Claim Forms directly or through an attorney.
5. **Questions Regarding Claim Submissions.** Questions regarding the completion of the Registration or Claim Forms should be sent via email to the Claimant Services email address at info@MauiWildfiresCompensationFund.com. (Contact information will be provided on the Claim Form and on the Program’s website.) The Program will maintain and make available to Claimants a list of Frequently Asked Questions and responses.

C. Tax Advice

The Program cannot provide tax advice to those receiving payments pursuant to this Protocol. The Program recommends consultation with a tax advisor concerning any questions regarding tax liability for payments pursuant to this Protocol. Compensation from the MWCP constitutes damages on account of personal physical injuries or sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code. No 1099 forms will be issued.

D. Due Process Procedures and the Right to Be Heard

Eligible Claimants who successfully complete the registration process may request a face-to-face personal meeting (or video conference or telephone meeting) with the Administrator to discuss the circumstances of their claim. The Claimant may submit to the Program any information deemed relevant to the Administrator’s evaluation and determination of their claim before the final processing and determination of the claim. Meetings will be scheduled at mutually convenient times and locations. Such a requested meeting is optional and will not serve to alter the eligibility, process, or documentation requirements or any allocation amounts set forth in this Protocol. Requests to meet with the Administrator should be sent by email to the Program. (Contact information to be provided on the Claim Form and on the Program website.)

E. Notification of Program Decision

The Program will send each Claimant who submits a completed Claim Form the following in writing:

1. The Administrator's decision regarding the claim, including the reason for any denial of the claim;
2. The amount of compensation offered pursuant to this Protocol; and
3. A Release to be signed by the Claimant if the Claimant accepts the offered payment.

The Administrator's decisions with respect to each claim pursuant to this Protocol shall be valid for 90 days after transmittal, after which they are null and void.

F. No Reconsideration of Program Decision

There shall be no reconsideration of the Administrator's decision and/or payment amount, including through an appeal to any administrative agency, state court, or federal court system.

G. Payment

As soon as practicable after all of the conditions for payment set forth in the Release are satisfied, including approval by the Administrator, payment will be issued by the Program. The Fund's Trustee intends to deposit the cash assets of the Fund with First Hawaiian Bank (the "Bank"). The Trustee shall direct the Bank to hold the cash assets of the Fund in one or more account(s) that are either (i) FDIC-insured up to applicable limits; and/or (ii) invested in securities backed by the full faith and protection of the U.S. Government (either in the form of U.S. Treasury bonds or in the form of a Treasury securities money market account) (the "Approved Investments"). The Trustee shall further direct that the Bank always maintain in a checking account a cash asset balance that generates an earnings credit at a minimum sufficient to offset Bank fees, with the exact minimum balance to be determined by the Trustee in his sole discretion, and that the Bank invest the remainder of the cash assets of the Fund in Approved Investments on the same day that the remaining cash assets of the Fund received by the Bank became collected funds. The Bank shall use the cash assets of the Fund to make payment and cover Fund expenses according to instructions provided in writing by the Administrator, and the Bank shall not be required to verify payment instructions. Provided that sufficient funds are available in the Fund's account at the Bank, and subject to applicable legal and regulatory requirements and the terms of any deposit or other agreement entered into between the Bank and the Administrator, the Bank shall make the payment, by check or bank wire, to each Eligible Claimant who has accepted the payment amount determined by the Administrator and satisfied the conditions for payment set forth in the Release. Checks will be sent to Eligible Claimants by the Program via overnight delivery service, with signature release required.

The Bank shall be entitled to rely on payment instructions provided in writing by the Administrator via secure file transfer, encrypted electronic mail, or other secure means, and the Bank shall not be required to verify payment instructions. Except for making payments to Eligible Claimants as directed by the Administrator, the Bank shall have no role or responsibility in connection with the implementation of the Protocol, including Claims determinations and the carrying out of quality control and procedures to prevent and detect fraud as set forth in Section VII below.

VI. PRIVACY

Information submitted by a Claimant to the Program will be used and disclosed only for the following purposes:

1. Processing the Claimant's claim for compensation.
2. Legitimate business use associated with administering the Program, including the prevention of fraud; and/or
3. Law, regulation or judicial process.

VII. QUALITY CONTROL AND PROCEDURES TO PREVENT AND DETECT FRAUD

A. Verification Procedures

For the purpose of detecting and preventing the payment of fraudulent claims, and for the purpose of accurate and appropriate payments to Eligible Claimants, the Program will implement procedures to:

1. Verify and authenticate claims.
2. Analyze claim submissions to detect inconsistencies, irregularities, and duplication.
3. Ensure the quality control of claims review procedures.

B. Quality Control

The Program shall institute all necessary measures designed to evaluate the accuracy of submissions and the accuracy of payments.

C. False or Fraudulent Claims

Each Claimant will sign the Registration and Claim Forms at the time of submission, stating under penalty of perjury that he or she certifies that the information provided in the Claim Form is true and accurate to the best of his or her knowledge, and that he or she understands that false statements

or claims made in connection with such submission may result in fines, imprisonment, and/or any other remedy available by law. Forms filed via the Internet will require an electronic signature which shall be equally as binding upon the Claimant as a physical signature. Suspicious claims will be forwarded to federal, state, and local law enforcement agencies for possible investigation and prosecution.

VIII. RELEASE, OFFSETS AND LIENS

A. Release

In order for the claim to be eligible for payment, each Claimant must consent in writing to participate in the Program and agree to be bound by its terms, but the Claimant shall not release any legal rights until the compensation amount is determined, the Claimant is notified, and the Claimant accepts the offered compensation and executes a binding Release. No such agreement will be enforceable until the Claimant is made aware of the payment amount.

By submitting a claim under this Protocol, the Claimant is seeking to resolve all claims **for or arising out of death and serious physical injury** against all contributors to the MWCP and their related persons and entities, as set forth in the release. If an Eligible Claimant chooses to accept payment pursuant to this Protocol, then the Eligible Claimant and others described above (including the Personal Representative of the decedent or the serious physical injury Claimant, as well as all of the heirs, beneficiaries, and legatees, and any Eligible Relative) **must sign a Release of all past and future claims for or arising from death and serious physical injury against any Contributor to the MWCP relating to the Maui Wildfires and their related persons and entities, as set forth in the Release. No property damage or business interruption claims are within the scope of this Release.** (See Attachment B for a list of released parties.)

The Release will waive any rights the Eligible Claimant and others described above, such as Eligible Relatives and heirs, beneficiaries and legatees, may have against the Parties to: (1) assert **any claims for or arising out of death or physical injury** relating to the Maui Wildfires, (2) file an individual legal action for or arising out of **death or physical injury** relating to the Maui Wildfires, or (3) participate in any class action or other legal action for or arising out of **death or physical injury** associated with the Maui Wildfires. The Release shall contain an agreement to indemnify the Contributors for any claim made against them by an Eligible Relative, or an heir, beneficiary or legatee, for or arising out of the released claims.

Before signing the Release, the Eligible Claimant will be required to consult with an attorney selected by the Claimant or provided by the Program pro bono for the sole purpose of advising the Claimant with regard to the language and binding nature of the Release.

B. Pending Litigation

Until a final Release of all past and future claims for death and physical injury against any Contributor to the MWCP is executed, each individual Claimant retains all rights under the law, including proceeding with, or continuing with, litigation during the processing of the claim, subject to the following paragraph.

After an individual Claimant has submitted a claim and while the claims administration process is pending, any individual Claimant who has initiated litigation against any Contributor(s) agrees: (1) not to propound discovery related to the Claimant(s)' wrongful death claim or personal injury against any Contributor(s), and (2) not to participate in any trial involving Claimant(s)' wrongful death or physical injury claim.

If the Eligible Claimant elects to accept the award and the conditions to payment set forth in the Release are satisfied and payment is made, then any litigation involving claims for **death or physical injury** shall be immediately dismissed by agreement of the Eligible Claimant and the Parties.

C. Good Faith Settlement Approval

As set forth in the Release, payment and release obligations under the Program will be operative only if the Court approves a petition for a good-faith settlement determination under HRS 663-15.5 with respect to each and every Party being released.

D. Offsets

Any prior payments made by the State of Hawai'i or other entity will not be offset from the compensation amount offered to the Eligible Claimant under the terms of this Protocol.

E. Medical Liens

In determining all payments pursuant to this Protocol, the Program will take into account any outstanding medical liens, if any, currently owed by the Eligible Claimant. The Program will retain the services of a Lien Resolution Administrator to serve as an agent for the benefit of the settling Eligible Claimants and to identify, resolve and satisfy, in accordance with federal law, all settling Eligible Claimant repayment obligations related to payments associated with this Program including, but not limited to, Medicare parts A and B, Medicaid and commercial or private health care liens. Eligible Claimants will provide their date of birth, Social Security number, gender and injury date to the Administrator for Medicare reporting purposes.

IX. LIMITATION ON ATTORNEY'S FEES

Hawai'i's Rules of Professional Conduct provide that a lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses.

X. REIMBURSEMENT OF ADMINISTRATOR'S EXPENSES

The Administrator shall be reimbursed by the Fund for reasonable expenses incurred by him in connection with carrying out his responsibilities hereunder. The Administrator's reasonable expenses shall be considered "administrative fees" for purposes of calculating the Residual Amount From Death Claims specified in Section III.B.1. The Administrator shall have sole discretion, to be exercised in good faith, in determining whether expenses are reimbursable hereunder.

ATTACHMENT A – List of Contributors

Hawaiian Electric Industries, Inc.; Hawaiian Electric Company, Inc.; Hawai‘i Electric Light Company, Inc. and Maui Electric Company, Inc.

State of Hawai‘i (Hawai‘i Housing Finance and Development Corporation, Hawai‘i Department of Land and Natural Resources)

County of Maui

Trustees of the Estate of Bernice Pauahi Bishop: Elliott Kawaiho‘olana Mills, Crystal Kauilani Rose, Jennifer Noelani Goodyear-Ka‘ōpua, Michelle Ka‘uhane, Robert K.W.H. Nobriga (Kamehameha Schools)

Cincinnati Bell Inc.; Hawaiian Telcom, Inc.; Hawaiian Telcom Holdco, Inc.; Hawaiian Telcom Communications, Inc.; Hawaiian Telcom Services Company, Inc.; Wavecom Solutions Corporation; SystemMetrics Corporation; Hawaiian Telcom Federal LLC

Spectrum Oceanic, LLC

West Maui Land Company, Inc.

Haiku Town LLC

Kahoma Land LLC

Kahoma Homes, LLC

Kauaula Land Company, LLC

Launiupoko Associates, LLC

Makila Land Company, LLC

Makila Ranches, Inc.

Milo Homes, LLC

Waiale Road 201 LLC

Launiupoko Water Company, Inc.

Launiupoko Irrigation Company, Inc.

Olowalu Water Company, Inc.

RTB Group, LLC

West Maui Construction, LLC

Wainee Land & Homes LLC

Hope Builders Inc. fka Hope Builders LLC

Kauhikoa Elua, LLC

Camp Olowalu, LLC dba Kayak Olowalu

Site 6D Homes, LLC

Olowalu Ekolu, LLC

Peter Martin Revocable Trust Peter Martin Trustee

Edsall Glen Properties, LLC

Olowalu Elua Associates, LLC (dba Olowalu Plantation House; dba Camp Olowalu)
West Maui Mountain Adventures, LLC (dba Kahoma Ranch Tours)
Lihau'ula LLC
Hope Builders Holding LLC
WMC Holdings LLC
Hope/WMC Holding LLC
Ulu Builders, LLC
West Maui Construction, Inc. dba WMC Custom Pools
Kipa Centennial, LLC
Peter Klint Martin Revocable Trust for their vacant lands
Kauhikoa Land, LLC
West Maui Construction, Inc.
Waikapu Development Venture LLC
Ukumehame Holding LLC
Launiupoko Water Development LLC
Olowalu Homes Inc.
Peter Martin, Individually

ATTACHMENT B – List of Released Parties

- HAWAIIAN ELECTRIC INDUSTRIES, INC.
- HAWAIIAN ELECTRIC COMPANY, INC.
- HAWAI‘I ELECTRIC LIGHT COMPANY, INC.
- MAUI ELECTRIC COMPANY, LIMITED

- CINCINNATI BELL INC.
- HAWAIIAN TELCOM, INC.
- HAWAIIAN TELCOM HOLDCO, INC.
- HAWAIIAN TELCOM COMMUNICATIONS, INC.
- HAWAIIAN TELCOM SERVICES COMPANY, INC.
- WAVECOM SOLUTIONS CORPORATION
- SYSTEMMETRICS CORPORATION
- HAWAIIAN TELCOM FEDERAL LLC

- SPECTRUM OCEANIC, LLC
- CHARTER COMMUNICATIONS, INC.

- TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP
 - ELLIOTT KAWAIHO‘OLANA MILLS
 - CRYSTAL KAUILANI ROSE
 - JENNIFER NOELANI GOODYEAR-KA‘ŌPUA
 - MICHELLE KA‘UHANE
 - ROBERT K.W.H. NOBRIGA

- COUNTY OF MAUI

- STATE OF HAWAI‘I
- HAWAI‘I HOUSING FINANCE AND DEVELOPMENT CORPORATION
- HAWAI‘I DEPARTMENT OF LAND AND NATURAL RESOURCES

- HERMAN ANDAYA

- PETER MARTIN
- WEST MAUI LAND COMPANY, INC.
- HAIKU TOWN LLC
- KAHOMA LAND LLC

- KAHOMA HOMES, LLC
- KAUAULA LAND COMPANY, LLC
- LAUNIUPOKO ASSOCIATES, LLC
- MAKILA LAND COMPANY, LLC
- MAKILA RANCHES, INC.
- MILO HOMES, LLC
- WAIALE ROAD 201 LLC
- LAUNIUPOKO WATER COMPANY, INC.
- LAUNIUPOKO IRRIGATION COMPANY, INC.
- OLOWALU WATER COMPANY, INC.
- RTB GROUP, LLC
- WEST MAUI CONSTRUCTION, LLC
- WAINEE LAND & HOMES LLC
- HOPE BUILDERS INC. FKA HOPE BUILDERS LLC
- KAUHIKOA ELUA, LLC
- CAMP OLOWALU, LLC DBA KAYAK OLOWALU
- SITE 6D HOMES, LLC
- OLOWALU EKOLU, LLC
- PETER MARTIN REVOCABLE TRUST PETER MARTIN TRUSTEE
- EDSALL GLEN PROPERTIES, LLC
- OLOWALU ELUA ASSOCIATES, LLC (DBA OLOWALU PLANTATION HOUSE, DBA CAMP OLOWALU)
- WEST MAUI MOUNTAIN ADVENTURES, LLC (DBA KAHOMA RANCH TOURS)
- LIHAU'ULA LLC
- HOPE BUILDERS HOLDING LLC
- WMC HOLDINGS LLC
- HOPE/WMC HOLDING LLC
- ULU BUILDERS, LLC
- WEST MAUI CONSTRUCTION, INC. DBA WMC CUSTOM POOLS
- KIPA CENTENNIAL, LLC
- PETER KLINT MARTIN REVOCABLE TRUST FOR THEIR VACANT LANDS
- KAUHIKOA LAND, LLC
- WEST MAUI CONSTRUCTION, INC.
- WAIKAPU DEVELOPMENT VENTURE LLC
- UKUMEHAME HOLDING LLC
- LAUNIUPOKO WATER DEVELOPMENT LLC
- OLOWALU HOMES INC.

- ALL OTHER PERSONS OR ENTITIES WITHIN THE DEFINITION OF “RELEASEES” IN THE RELEASE OF CLAIMS AND AGREEMENT NOT TO SUE (FOR SERIOUS PHYSICAL INJURY PARTIES) AND (FOR DECEDENTS)